

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

MARTEN GROUP, INC. d/b/a  
SENERGY MEDICAL GROUP and  
SCOTT TENNANT,

Plaintiffs,

v.

JERALD TENNANT, MD, JOHN  
TENNANT, TERESA JESSEN  
TENNANT, JARED TENNANT,  
TENNANT DEVICES AND  
ACCESSORIES, LLC, and  
CURADOR, LLC,

Defendants.

Case No. 3:24-cv-01852

**JURY TRIAL DEMANDED**

**APPENDIX TO DEFENDANTS' AMENDED MOTION FOR  
PRELIMINARY INJUNCTION**

Pursuant to Local Rule 7.1, Defendants' submit the attached evidence referenced in its Amended Motion for Preliminary Injunction.

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Dated: October 11, 2024

Respectfully submitted,

/s/Tyler L. Farmer

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CURADOR, LLC

**CERTIFICATE OF SERVICE**

I certify that this document is being served via ECF on counsel of record.

/s/Tyler L. Farmer

Tyler L. Farmer

# EXHIBIT A



**IN THE UNITED STATES DISTRICT COURT  
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**JURY TRIAL DEMANDED**

**DECLARATION OF JERALD TENNANT, MD, IN SUPPORT OF  
DEFENDANTS' MOTION FOR PRELIMINARY INJUNCTION**

I, Dr. Jerald Tennant, hereby declare as follows:

1. I am one of the Defendants in this matter. I am over age 18 and am competent to be a witness. I am making this declaration based on facts within my own personal knowledge.

2. I have worked in medicine for over 55 years. While I provide details of my education, ophthalmology practice, and related work below, the key issues on this motion flow from my conceiving of the Tennant BioModulator® and Tennant BioTransducer® (Tennant devices) following my recovery from protracted illness

and, for over two decades, my continuous use of those and related Tennant marks to promote my medical practice and devices.

3. Having identified the approach to maintaining optimum voltage in cells that I believed provides the most benefit to a wide range of patients, I personally developed the concept of treatments using the Tennant devices and their specific frequencies and personally owned my eponymous brand. I developed the distinctive Dr. Tennant logo in order to market the devices and my integrative medical practice. Then, I placed the marks into commerce via my personal promotion of the products, through my medical practice and educational seminars, and separately through licensing agreements with Scott Tennant and Senergy.

4. Attached as **Exhibits A-1 -A- 4** are true and correct copies of the certificate of trademark registrations from the USPTO related to these marks. I personally owned the Tennant BioModulator® and Tennant BioTransducer® marks until I assigned it to the Tennant Family Ltd. (TFL) partnership, which I control. In April 2024, I caused the Tennant Family Ltd. partnership to transfer the marks to Tennant Devices and Accessories, LLC (TDA), which I also control. The marks for Healing is Voltage® were initially obtained by TFL at my direction. I have since caused these marks to be assigned to TDA like the other marks. Throughout this entire period, I have controlled the use of the marks. Attached as **Exhibits A-25 – A-**

27 are true and correct copies of the USPTO's acknowledgement of the incontestability of the Tennant BioTransducer® and two Healing is Voltage® marks.

5. Starting in 2003, I authorized my stepson, Scott, to use my Tennant BioModulator® trademark—*i.e.*, the device I designed with my proprietary frequencies and named after myself – in exchange for a royalty payment based on sales of those devices. We used a form from RocketLawyer.com to memorialize the agreement. The 2003 Agreement outlined my royalty rights from device sales, my rights to receive monthly accounting statements, and my rights to inspect Scott's books. The 2003 Agreement also specified that Scott was obligated to maintain the Tennant BioModulator® in confidence, with the same degree of care he would exercise with respect to his own proprietary information. This provision related to the proprietary modes and frequencies that I developed for my device, which made it different (and in my opinion, better) than other devices. A true and correct copy of the 2003 Royalty Agreement is attached as **Exhibit A-5**.

6. I worked with a U.S. based manufacturer to manufacture the Tennant BioModulator® with the voltage frequencies I determined were most effective for healing. This device, ultimately marked with the Tennant BioModulator® mark, is an FDA accepted non-invasive device, designed to offer healthcare professionals and home users affordable drug-free and user-friendly options for relief from chronic, severe, and intractable pain. Attached as **Exhibit A-28** is a true and correct copy of a

2004 version of the prototype of this device that includes my mark on it. Attached as **Exhibit A-29** is a true and correct copy of my website in 2006 promoting my marked products.

7. Over the course of more than two decades, everyone involved understood that Scott (and Senergy—the company used by Scott to sell the devices) required my permission in order to use my marks and needed to pay me royalties based on the sales of the Tennant devices. Neither Scott nor Senergy ever objected to any of my trademark registrations or challenged the validity of my marks or otherwise claimed to have any interest in the marks outside of my permission.

8. Throughout that time, Scott paid me each month based on what he (or other Senergy employees) represented to be the number of Tennant devices sold.

9. As I continued to promote healing through voltage, I developed additional technology that enhances the Tennant BioModulator® treatment. This new product—the Tennant BioTransducer®—was again manufactured to my specifications. I continued to diligently protect my intellectual property working with counsel to obtain federal trademark registrations for both Tennant BioModulator® and Tennant BioTransducer®. In connection with protecting the Tennant BioModulator® mark in 2005, we submitted a specimen (photo below) showing my mark on the device manufactured by Avazzia and marketed by Scott pursuant to the License Agreement.



A true and correct copy of a 2005 photograph of my seminar materials and BioModulator® is also attached as **Exhibit A-23**.

10. Similarly, in September 2012 and again in September 2016 we submitted specimens of the Tennant BioModulator® PLUS, which reflected our ongoing and continuous use of the mark. Our continuous use of these marks extends to multiple uses in our marketing of the Tennant Institute and my products. See [www.tennantinstitute.com](http://www.tennantinstitute.com) (last viewed on Aug. 25, 2024) stating in part under “Using Frequency to Heal”:

Tennant Microcurrent technology is used to give your body what it needs to generate new, healthy cells that heal. This is achieved by correcting your polarities with a Tennant BioTransducer®, and recharging with the FDA-accepted Tennant BioModulator®. This device is used with simple electrodes that effectively deliver healing frequencies into your body.

11. In 2012, Scott and I entered into a Royalty Agreement covering the Tennant BioModulator® PRO, which contains the identical terms (*e.g.*, license, royalty amount, protection of my confidential information) as the 2003 Royalty Agreement. Attached as **Exhibit A-6** is a true and correct copy of that agreement.

12. Throughout this time, protecting the Tennant brand and providing superior patient treatment required that my eponymous devices perform to my specifications and with the highest level of reliability. Accordingly, for the past two decades I have worked with Senergy and the device manufacturer, Avazzia, to ensure that the products performed to my standards and to address customer concerns. In turn, under the license granted by the Royalty Agreements, Scott has promoted the Tennant Devices on the Senergy website, including touting that the Tennant BioModulators feature “Dr. Tennant’s proprietary frequency modes for therapy.”

13. Throughout the past two decades, I have carefully overseen the quality of products offered under the Tennant brand. Neither Scott nor Senergy were permitted to use my brand without my permission. For example, I initially worked with Avazzia to manufacture the Tennant BioTransducers®. Avazzia then

manufactured the Tennant BioTransducer® crystal wave, which never performed to my expectations. So, I came up with a new design that was initially manufactured in Florida. When the product quality of those devices were also insufficient, I switched to producing the device with my son, Jared Tennant, so that he could ensure a higher quality product. The devices that Jared manufactures are the Tennant BioTransducer Pro II devices that I promote today.

14. As another example, in summer of 2012 I was not satisfied with the performance quality of the “violet” version of the BioTransducer and instructed Scott to halt sales of it. In July 2013, I was stunned to hear a Senergy representative refer to it during an educational seminar. I immediately demanded that Senergy stop selling the product. Attached as **Exhibit A-7**, is a true and correct e-mail dated July 9, 2013 from me to Scott and Senergy employees. It includes my direct admonition:

On paper and day-to-day, Scott is your boss as it should be. But when I say something that relates to my inventions and my reputation, I have the final say because I control my intellectual property, patents, and trademarks. Thus I control who can distribute them.

15. In response to my e-mail, Scott sent me an email with the subject line “marketing goof” and explained that “This statement last night can easily be retracted by sending a note to all of the Educators that a mis-communication was accidentally ‘in’ the call. The Violet BioTransducer units are officially discontinued.” Attached as **Exhibit A-8** is a true and correct copy of Scott’s July 10, 2013 e-mail. Neither in July

2013 nor at any time until Scott's July 21, 2024 lawsuit did Scott claim that I did not control the trademarks concerning my Tennant devices. To the contrary, for the next ten years, Scott continued to sell the Tennant devices that I authorized and with my permission used my image, professional reputation, life story and registered trademarks to do so.

16. Similarly, I have controlled how my brand is used in the public. For example, in 2020, when Avazzia intended to produce a new version of the BioTransducer crystal wave devices, they presented a mockup of the product for my review. I pointed out that the naming convention they proposed would be confusing, since I was already using a similar name on existing BioModulator devices. Attached as **Exhibit A-9** is a true and correct copy of that email correspondence.

17. Over the past two decades, the Tennant Institute for Integrative Medicine has succeeded in teaching patients and practitioners about the efficacy of alternative therapies for chronic pain and other maladies, including treatment with the Tennant BioModulator® PLUS and PRO and the Tennant BioTransducer®. I have lectured regularly at seminars and developed extensive training materials all under the Healing is Voltage® mark. Our success has propelled Senergy's success. With my permission, it has used my trademarks to market and sell thousands of Tennant devices over the past two decades pursuant to the terms of the Royalty Agreements,



which we agreed would extend to the marketing and sale of the BioTransducer devices.

18. In spring 2016, Scott and I exchanged drafts of modifications to the Royalty Agreements. Both the March 15, 2016 addendum, a true and correct copy of which is attached as **Exhibit A-10**, (which I signed) and the April 22, 2016 addendum, a true and correct copy of which is attached as **Exhibit A-11**, (which Scott signed) recognized, among other things, that (a) the agreement would modify “those agreements for payments of royalties for Grantor’s proprietary interest in the Tennant BioModulators”; (b) “the said agreements may be cancelled by either party, without prejudice and for any reason within thirty days written notice”; and (c) that “these royalty contracts are not transferable upon sale of Senergy Medical Group without permission of Grantor.”

19. In March 2016, Scott and I separately discussed a clarifying affidavit to explain that Senergy has license rights to use the trademarks in the Licensing Agreements. Although Scott agreed to sign such documents to align with the fact that the royalty payments were made by Senergy, he never provided me a copy of a signed affidavit. Attached as **Exhibit A-12** is a true and correct copy of the email exchange on this topic.

20. While I regularly interfaced with the manufacturer, Avazzia, to ensure that the Tennant branded devices were manufactured to my specifications, I relied on

Scott and Senergy to accurately report its sales volumes in accordance with the Royalty Agreements.

21. In recent years, I began to have questions about Scott's payment of royalties. Payments for certain months were low and Scott started to make payments without including the monthly sales report that Senergy previously included (and which the Royalty Agreement required and had previously been provided). *See, e.g., Exhibit A-13*, which is a true and correct copy of sample emails that raised concerns. I raised my concerns with Scott, who insisted that the royalty payments were correct. Attached as **Exhibits A-14 – A-16 & A-24**<sup>1</sup> are true and correct copies of some of the e-mail correspondence related to these royalty discussions.

22. At no point in any of our communications has Scott ever suggested that Senergy could sell Tennant BioModulators® without my permission, let alone take the preposterous position that Senergy owns my marks. At no point has Scott ever claimed that the Royalty Agreements are not binding contracts. Indeed, for two decades he has directly benefited from those contracts by having my permission and support for his sale of my Tennant devices. I have spent a quarter of a century building my business and brand and am appalled that my stepson would try to steal my identity and life's work.

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<sup>1</sup> To protect their privacy and because they are irrelevant to the motion, the patient names in Exhibits A-16 and A-24 have been redacted.

23. Both the 2003 and 2012 Royalty Agreements expressly provide me with the right “not more often than once in any calendar year, to have an independent certified public accountant acceptable to Grantee examine the books of the Grantee to verify the Royalty statements and Royalties due to the Grantor pursuant to this Agreement.” See **Exhibit A-5** ¶ 6 and **Exhibit A-6** ¶ 6. When the dispute regarding royalty payments first arose, in June 2024, Scott first indicated that he would be “[h]appy to facilitate a third-party mediation to resolve and engage a neutral third party to conduct an audit of our records.” Attached as **Exhibit A-17** is a true and correct copy of Scott’s email of June 23, 2024. In response to our identifying Alvarez & Marsal as the independent accountant, Scott backtracked and insisted that we cover the full cost. We promptly agreed to do so and my counsel transmitted the Alvaraz & Marsal engagement letter to opposing counsel, dated August 16, 2024 to Casey Griffith, Scott’s counsel, from my counsel, Tyler Farmer, (Decl. of Tyler Farmer, Exhibit B-10), but Scott has refused to allow the contractually required review (*e.g.*, Farmer Decl., Exhibit B-11).

24. Even in the absence of the contractually required review, we have compiled a number of records demonstrating that Scott has repeatedly breached the Royalty Agreement by materially under-reporting sales of Tennant Devices. Attached as **Exhibit A-18** is true and correct copy of an email attaching excerpted Royalty Totals spreadsheets with the reported sales of Tennant marked devices for the years

2020 through 2023. Also attached as **Exhibit A-19** is a true and correct copy of an email from Senergy's bookkeeper attaching a spreadsheet showing actual sales of the devices for the 2021 and part of 2022. By comparing these documents, it is clear that Senergy materially underreported sales of marked devices.

25. In 2022, I received a 2021 1099 tax form from Senergy reporting my income from royalty payments, which reported \$350,900 in royalties paid. Attached as **Exhibit A-20**<sup>2</sup> is a true and correct copy of that tax form. I also received a spreadsheet from Senergy when I began the 2024 audit, which reports \$414,350 in royalties for that same year. A true and correct copy of that email and spreadsheet can be found at **Exhibit A-18** referenced above.

26. Based on the documents described in paragraphs 24 and 25, I estimate millions of dollars of underpaid royalties.

27. On June 21, 2024, I provided Scott with a Notice of Termination of Royalty Agreements, demanding termination of all contracts because of Scott and Senergy's failure to make all payments due under the agreements, their fraudulent statements of sales, and their improperly calculated royalty payments. This notice provided Scott and Senergy with thirty days to cease marketing and distributing Tennant products. We also had an in-person meeting set forth the basis for

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<sup>2</sup> The Tax ID numbers have been redacted from this Exhibit A-20.

cancellation. Attached as **Exhibit A-21** is a true and correct copy of that Notice of Termination.

28. Despite my clear termination of the Agreements, Scott and Senergy continue to use the Tennant trademarks, including to promote sales of the Tennant devices on the Senergy website. Scott and Senergy's unauthorized use of my name, image, and trademarks extends to the unauthorized use of the Healing is Voltage® trademark through the Senergy site.

29. I am personally aware of the current state of consumer confusion as to whether I endorse Senergy and its sales of Tennant devices. Senergy's website continues to use my marks and falsely touts that it is the "exclusive distributor" of Tennant devices. Meanwhile, the BioModulator manufacturer has not cooperated with our efforts to buy BioModulators so that prescriptions for my patients can be filled without allowing Senergy's continued infringement of my rights. In fact, the Senergy website appears to intentionally foster the impression that it remains closely affiliated with me. As of August 25, it not only sells Tennant Devices, but also continues to:

- A) Offer Tennant BioModulator® device owners with the opportunity to enroll in a program to receive Dr. Tennant's Protocols, including to "Learn how to do Dr. Tennant's Daily Protocol step-by-step as well as

additional device protocols you may find helpful on your health journey.” <https://senergy.us/educationcenter/tennant-protocols/>

B) Falsely claim that “Senergy Medical Group is the exclusive distributor for the Tennant Biomodular and Tennant BioTransducer” in the footer of each of its website pages.

C) In its website transaction process, directly above the “Add to Cart” and “Buy it Now” buttons, include a tab labeled “About Dr. Jerry Tennant” which then informs the website user:

Dr. Jerry Tennant, MD, MD(H), PScD, is the founder of The Tennant Institute for Integrative Medicine, a world-renowned physician and integrative health practitioner, and the inventor of the Tennant BioModulator®.

Dr. Jerry Tennant is a true Renaissance man. He is a teacher, inventor, healer, scholar, humanitarian, innovator, and entrepreneur — those are just a few of the ways we describe Dr. Tennant who has led a remarkable life dedicated to healing and innovation, which has altered the paradigm of western medicine. People from around the world travel to the Tennant Institute for Integrative Medicine in Colleyville, Texas, to seek out and benefit from his healing expertise.

30. Through my counterclaims in this lawsuit, I want to clear the record for the confused public and medical community who have a right to know that I have no affiliation with Senergy and that neither Scott nor Senergy has the right to benefit from the promotion or sale of my Tennant devices. We also need to obtain legal rulings to confirm my ability to use and protect those marks as I work with other

manufacturing and distribution channels in order to continue to use my marks and make my Tennant devices available to the public. As of today, despite my repeated requests, Avazzia has refused to stop producing Tennant devices for Scott and Senergy. Attached as **Exhibit A-22** is a true and correct copy of the cease and desist letter that I had delivered to Avazzia.

31. The success of the Tennant devices and the value of the Tennant brand in the field of medicine are the direct results of a lifetime of work. Since the late 1990s I have devoted my full professional energy toward promoting my unique approach to patient treatment and carefully supervising the development of Tennant devices and their use in integrative medical treatment. To this day, I continue to treat patients and prescribe treatment using the marked devices where appropriate and regularly present at conferences and classes to ensure patients and medical providers use the product as designed.

32. My innovation in microcurrent therapy is part of a long line of innovation I have contributed to medicine since I completed my residency in ophthalmology at Massachusetts Eye and Ear Infirmary of Harvard Medical School and Southwestern Medical School / Parkland System in 1968. Since then, I have devoted my full professional energy to healing patients and to innovating medical products and methods.

33. As an ophthalmologist, I taught surgeons across the world outpatient eye surgery, I chaired an ad hoc committee that developed the rules that govern outpatient surgery centers in the State of Texas. I also was among the first surgeons in the United States to place intraocular lenses in eyes after cataract surgery, eliminating the need for thick, incapacitating glasses and I taught this technique around the world; and, as a pioneer in LASIK surgery, I was responsible for most of the research done on the Excimer laser for VISX.

34. My contributions to medicine have been recognized throughout the world. I am one of a few surgeons to be awarded the Corboy Award for Advancements in Ophthalmology and the American Academy of Ophthalmology Award. In 2008, I received the Order of Saint Sylvester from Pope Benedict XVI. I also hold a doctorate of natural medicine from the Board of Pastoral Medical Association, am licensed by the Board of Homeopathic and Integrated Medicine Examiners in Arizona, and I am a current member of the American Academy of Anti-Aging Medicine.



I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed at <sup>colleyville</sup>\_\_\_\_\_, Texas on this 28th day of August, 2024.

Signed by:

*Jerald Tennant*

9EB7683F9A914DA

JERALD TENNANT, M.D.

**CERTIFICATE OF SERVICE**

I certify that this document is being served via ECF on counsel of record.

/s/Justin D. Hanna

Justin D. Hanna

# A - EXHIBIT 1

**Int. Cl.: 10**

**Prior U.S. Cls.: 26, 39 and 44**

**Reg. No. 3,157,112**

**United States Patent and Trademark Office**

**Registered Oct. 17, 2006**

**TRADEMARK  
PRINCIPAL REGISTER**



TENNANT FAMILY, LTD. (TEXAS CORPORATION)  
3009 EDGEWOOD LANE  
COLLEYVILLE, TX 76034

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "BIOMODULATOR", APART FROM THE MARK AS SHOWN.

FOR: MEDICAL APPARATUS AND INSTRUMENTS FOR USE IN ELECTROMAGNETIC RESONANCE THERAPY, NAMELY, CYBERNETIC BIOFEEDBACK DEVICES, INTERACTIVE NEUROMUSCULAR SIMULATORS, AND DIAGNOSTIC TESTING EQUIPMENT, IN CLASS 10 (U.S. CLS. 26, 39 AND 44).

THE MARK CONSISTS OF THE WORDS "TENNANT BIOMODULATOR" IN STYLIZED LETTERING, WITH THE LETTER "T" ON A PEDESTAL AND SURROUNDED BY AN OVAL.

FIRST USE 1-24-2005; IN COMMERCE 1-24-2005.

SER. NO. 78-655,612, FILED 6-21-2005.

OWNER OF U.S. REG. NO. 1,266,232.

EVELYN BRADLEY, EXAMINING ATTORNEY

# A - EXHIBIT 2

# United States of America

United States Patent and Trademark Office

## TENNANT BIOTRANSDUCER

**Reg. No. 4,382,782**

**Registered Aug. 13, 2013**

**Int. Cl.: 10**

**TRADEMARK**

**PRINCIPAL REGISTER**

TENNANT FAMILY, LTD. (TEXAS CORPORATION)  
3009 EDGEWOOD LANE  
COLLEYVILLE, TX 76034

FOR: MEDICAL APPARATUS AND INSTRUMENTS FOR USE IN ELECTROMAGNETIC RESONANCE THERAPY, NAMELY, CYBERNETIC BIOFEEDBACK DEVICES, INTERACTIVE NEUROMUSCULAR SIMULATORS, AND DIAGNOSTIC TESTING EQUIPMENT, IN CLASS 10 (U.S. CLS. 26, 39 AND 44).

FIRST USE 11-9-2009; IN COMMERCE 11-9-2009.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NO. 3,157,112.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "BIOTRANSDUCER", APART FROM THE MARK AS SHOWN.

SEC. 2(F) AS TO "TENNANT".

SER. NO. 85-731,087, FILED 9-17-2012.

MATTHEW MCDOWELL, EXAMINING ATTORNEY



*Lea Street Lee*

Acting Director of the United States Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL  
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE  
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

**Requirements in the First Ten Years\***  
**What and When to File:**

**First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. *See* 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

**Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.\*  
*See* 15 U.S.C. §1059.

**Requirements in Successive Ten-Year Periods\***  
**What and When to File:**

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.\*

**Grace Period Filings\***

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or reminder of these filing requirements.**

**\*ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. *See* 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. *See* 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

**NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.**

# A - EXHIBIT 3



# United States of America

United States Patent and Trademark Office

## HEALING IS VOLTAGE

**Reg. No. 4,334,430**

**Registered May 14, 2013**

**Int. Cl.: 16**

**TRADEMARK**

**PRINCIPAL REGISTER**

TENNANT FAMILY, LTD. (TEXAS CORPORATION)  
3009 EDGEWOOD LANE  
COLLEYVILLE, TX 76034

FOR: A SERIES OF BOOKS, WRITTEN ARTICLES, HANDOUTS AND WORKSHEETS IN THE FIELD OF ENERGY MEDICINE AND HEALTHCARE, IN CLASS 16 (U.S. CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

FIRST USE 7-2-2007; IN COMMERCE 7-2-2007.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 85-731,084, FILED 9-17-2012.

MATTHEW MCDOWELL, EXAMINING ATTORNEY



*Lea Street Lee*

Acting Director of the United States Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL  
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE  
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

**Requirements in the First Ten Years\***  
**What and When to File:**

**First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. *See* 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

**Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.\*  
*See* 15 U.S.C. §1059.

**Requirements in Successive Ten-Year Periods\***  
**What and When to File:**

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.\*

**Grace Period Filings\***

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or reminder of these filing requirements.**

**\*ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. *See* 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. *See* 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

**NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.**

# A - EXHIBIT 4

# United States of America

United States Patent and Trademark Office

## HEALING IS VOLTAGE

**Reg. No. 4,878,439**

**Registered Dec. 29, 2015**

**Int. Cl.: 41**

**SERVICE MARK**

**PRINCIPAL REGISTER**

TENNANT FAMILY, LTD. (TEXAS LIMITED PARTNERSHIP)  
3009 EDGEWOOD LANE  
COLLEYVILLE, TX 76034

FOR: PROVIDING OF LECTURES AND SEMINARS IN THE FIELD OF ENERGY MEDICINE  
AND HEALTHCARE, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE 7-31-2010; IN COMMERCE 7-31-2010.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-  
TICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NO. 4,334,430.

SN 86-424,790, FILED 10-15-2014.

ROBERT C. CLARK JR., EXAMINING ATTORNEY



*Michelle K. Lee*

Director of the United States  
Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL  
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE  
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

**Requirements in the First Ten Years\***  
**What and When to File:**

**First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. *See* 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

**Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.\*  
*See* 15 U.S.C. §1059.

**Requirements in Successive Ten-Year Periods\***  
**What and When to File:**

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.\*

**Grace Period Filings\***

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**\*ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. *See* 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. *See* 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

**NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.**

**NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.**

# A - EXHIBIT 5

## **Royalty Agreement**

This Royalty Agreement (Agreement) is made on June 15, 2003 by and between Jerry Tennant, 3009 Edgewood Lane, Colleyville, Texas 76034, (hereinafter referred to as "Grantor") and Scott Tennant, 1009 Glade Rd Ste C, Colleyville, Texas 76034, (hereinafter referred to as "Grantee").

Whereas the Grantor owns and has the right to grant interest in Tennant Biomodulator (hereinafter called the property). Grantors right was issued to the Grantor on June 15, 2003, by 01/02/2003; and

Whereas the Grantee desires to make use of the Grantors property for a specific period by paying a percentage of Grantees profits as Royalty to the Grantor apart from the lump sum payment Grantee pays the Grantor for the permission to use Grantors Property.

It is therefore agreed between the Parties as follows:

- 1. GRANTING OF RIGHTS.** The Grantor hereby grants to the Grantee the rights and license, in the United States of America and its territories, along with any worldwide maket , to use the Grantors Property for a period of 20 years and renewable yearly thereafter automatically without written objection from either party.

## **2. GRANTORS REPRESENTATIONS AND WARRANTIES.**

- a. Grantor represents and warrants that it owns the Property; that it has the right to grant any license or permission for using Grantors Property for which Grantor exercises its option hereunder; and that it has the right to enter into this Agreement.
- b. Substantially contemporaneously with the signing of this Agreement, Grantor shall deliver to Grantee, all relevant documents which are necessary for the use of Grantors Property.



- c. Grantor shall indemnify and hold Grantee harmless from all losses, claims, damages and expenses resulting from the breach of its representations and warranties.

### **3. GRANTEE'S REPRESENTATIONS AND WARRANTIES.**

- a. Grantee shall, for a period of 20 years from the effective date of this Agreement, maintain the Grantors Property in confidence, with exercise of the same degree of care Grantee exercises with respect to Grantee's own proprietary information.
- b. In the event Grantee becomes aware of any act or event which has or may have the effect of compromising the confidentiality with regard to Grantors Property, such as a Court Order requiring Grantee to produce documentation with regard to Grantors Property, Grantee shall promptly notify Grantor thereof and consult with Grantor with respect to the manner in which such compromise can be mitigated.
- c. To the extent that Grantee's negligence is the cause of any personal injury or property damage suffered by Grantee, any of its affiliates or subsidiaries and/or any of their respective employees in the course of using the Grantors Property hereunder, Grantee hereby indemnifies Grantor and shall hold Grantor harmless against any such claims, demands or losses for personal injury or property damage in the course of using the Grantors Property, provided that Grantee is given prompt written notice of any such claim and has the right to control the defense of any such claim including the right to compromise any such claim on such terms as Grantee deems reasonable.



- 4. ROYALTY.** As full consideration for the rights and licenses granted to Grantee hereunder, Grantee agrees to pay Grantor:
- a. \$0.00 as lump sum at the time of execution of this Agreement; and
  - b. \$350 of the Grantees Net Profit from new customer's purchase of a Tennant Biomodulator.
- 5. NET PROFITS.** "Net Profits" shall mean the total revenue received by Grantee from the use of Grantors Property, less:
- a. all direct manufacturing and marketing expenses, including commissions payable to third parties;
  - b. all direct overhead and general administrative expenses, excluding taxes; and
  - c. all other amounts agreed to be excluded by written approval of the Grantor.
- 6. PAYMENT OF ROYALTIES.** The Grantee shall keep an accurate account of the revenue generated by using Grantors Property under the scope of the right granted hereunder and shall render a statement in writing to the Grantor within 30-days after the end of each calendar month during the term of this Agreement, and shall, concurrently with the rendering of such statement, pay to the Grantor the amount of the Royalties accrued during the corresponding calendar month. The Grantor shall have the right, not more often than once in any calendar year, to have an independent certified public accountant acceptable to Grantee examine the books of the Grantee to verify the Royalty statements and Royalties due to the Grantor pursuant to this Agreement. The cost of such examination

shall be borne by the Grantor, unless such examination determines that the Grantee has underpaid the Royalties due hereunder; in which event, the Grantee shall pay the cost of such examination.

**7. GRANTEES DEFAULT:**

- a. If the Grantee fails to render statements or to make payment of Royalties as herein provided, the Grantor may on 30 days' written notice to the Grantee terminate this Agreement and the rights and license granted hereunder. If such default is not cured within such 30 days, this Agreement shall thereafter terminate upon the date set in such notice without prejudice, however, to the Royalties due to the Grantor hereunder.
- b. If the Grantee shall abandon the exploitation of the Grantors Property by failing for a period of one calendar year to pay Grantor a minimum royalty of \$0.00. The Grantor may on 30 days' written notice to the Grantee terminate this Agreement and the rights granted hereunder without prejudice, unless Grantee, during said 30-day period, pays Grantor the difference between the minimum Royalty amount and the Royalties actually paid. Any termination by Grantor hereunder shall be without prejudice to the Royalties due to the Grantor hereunder.

**8. INDEMNITY.** Except for any breach of this Agreement, neither party hereto shall be liable for any claims for personal injury or property damage suffered by the other party hereto or any third party resulting from any activity of either of the parties under or relating to this Agreement.

**9. CONFIDENTIALITY.** Grantee and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Grantee, or divulge, disclose, or communicate in any manner, any information that is proprietary to Grantor and its employees, agents, and representatives and will protect such



information and treat it as strictly confidential. The parties' obligations of confidentiality hereunder shall not apply to information either party possessed on the effective date of this Agreement and was not previously received from the other party hereto. This provision will continue to be effective after the termination of this Agreement.

**10. TERMINATION.** The Grantee may terminate this Agreement by giving notice thereof to the Grantor if:

- a. The Grantor makes a general assignment of substantially all of its assets for the benefit of creditors; or,
- b. A petition in bankruptcy or under any insolvency law is filed by or against the Grantor and such petition is not dismissed within sixty (60) days after it has been filed; or,
- c. The Grantor commits a breach of a material obligation hereunder; provided, however:
  - i. In the case of a breach by the Grantor which is capable of being cured, the Grantee may not terminate this Agreement unless and until the Grantor shall have failed to correct such breach within thirty (30) days after it shall have been served with a notice specifying the breach, requiring that such breach be corrected, and stating the Grantee's intention to terminate the Agreement if the breach is not corrected within such thirty (30) day period; and,
  - ii. If the breach is not one which can reasonably be corrected within thirty (30) days, the Grantee may not terminate this Agreement unless the Grantor fails to begin diligent efforts to correct such breach within such thirty (30) day period and such breach is not completely corrected within one hundred eighty (180) days after service of the foregoing notice.

**11. ASSIGNMENT.** This Agreement may not be assigned by either party without the prior written consent of the other party.

**12. SEVERABILITY.** This Agreement shall be severable. In the event any provision(s) of this Agreement is deemed by any court of competent jurisdiction to be unenforceable, illegal or contrary to public policy, the provision found to be unenforceable, illegal or contrary to public policy shall be stricken and the remainder of the Agreement shall remain in force.

**13. WAIVER.** Failure of either party at any time or from time to time to exercise any right under this Agreement shall not be deemed a waiver of such right nor shall it prevent the party from subsequently asserting or exercising such right.

**14. GOVERNING LAW.** This Agreement shall be construed and governed according to the law of the State of Texas.

**15. NOTICE.** Any notices to be given under this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the addresses of the parties as they appear in the introductory paragraph of this Agreement, but each party may change address by written notice in accordance with this paragraph.

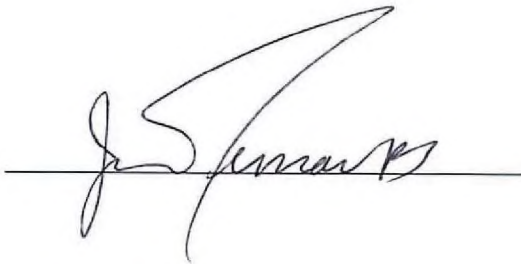
**16. ENTIRE AGREEMENT.** This Agreement and any attachments hereto constitute the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, whether oral or written. No modification or claimed waiver of any of the provisions hereof shall be valid unless in writing and signed by the parties against whom such modification or waiver is sought to be

enforced.

**17. OTHER RIGHTS.** Nothing contained in this Agreement shall be construed as conferring by implication, estoppels, or otherwise upon either party any license or other right except the licenses and rights expressly granted hereunder to that party.

**18. ACCEPTANCE.** Each party hereby accepts the licenses and rights granted to it by a party under this Agreement subject to all of the terms and conditions of this Agreement.

In witness whereof the parties have executed this Agreement.



Jerry Tennant



Scott Tennant

# A - EXHIBIT 6



## **Royalty Agreement**

This Royalty Agreement (Agreement) is made on October 01, 2012 by and between Jerry Tennant, 3009 Edgewood Lane, Colleyville, Texas 76034, (hereinafter referred to as "Grantor") and Scott Tennant, 9901 Valley Ranch Pkwy E, Ste 1009, Irving, Texas 75063, (hereinafter referred to as "Grantee").

Whereas the Grantor owns and has the right to grant interest in Tennant Biomodulator PRO (hereinafter called the property). Grantors right was issued to the Grantor on October 01, 2012, by Jerry Tennant; and

Whereas the Grantee desires to make use of the Grantors property for a specific period by paying a percentage of Grantees profits as Royalty to the Grantor apart from the lump sum payment Grantee pays the Grantor for the permission to use Grantors Property.

It is therefore agreed between the Parties as follows:

1. **GRANTING OF RIGHTS.** The Grantor hereby grants to the Grantee the rights and license, in the United States of America and its territories, to use the Grantors Property for a period of 20 years and renewabe yearly thereafter automatically without written objection from either party.

### **2. GRANTORS REPRESENTATIONS AND WARRANTIES.**

- a. Grantor represents and warrants that it owns the Property; that it has the right to grant any license or permission for using Grantors Property for which Grantor exercises its option hereunder; and that it has the right to enter into this Agreement.
- b. Substantially contemporaneously with the signing of this Agreement, Grantor shall deliver to Grantee, all relevant documents which are necessary for the use of

Grantors Property.

- c. Grantor shall indemnify and hold Grantee harmless from all losses, claims, damages and expenses resulting from the breach of its representations and warranties.

### **3. GRANTEES REPRESENTATIONS AND WARRANTIES.**

- a. Grantee shall, for a period of 20 years from the effective date of this Agreement, maintain the Grantors Property in confidence, with exercise of the same degree of care Grantee exercises with respect to Grantee's own proprietary information.
- b. In the event Grantee becomes aware of any act or event which has or may have the effect of compromising the confidentiality with regard to Grantors Property, such as a Court Order requiring Grantee to produce documentation with regard to Grantors Property, Grantee shall promptly notify Grantor thereof and consult with Grantor with respect to the manner in which such compromise can be mitigated.
- c. To the extent that Grantee's negligence is the cause of any personal injury or property damage suffered by Grantee, any of its affiliates or subsidiaries and/or any of their respective employees in the course of using the Grantors Property hereunder, Grantee hereby indemnifies Grantor and shall hold Grantor harmless against any such claims, demands or losses for personal injury or property damage in the course of using the Grantors Property, provided that Grantee is given prompt written notice of any such claim and has the right to control the defense of any such claim including the right to compromise any such claim on such terms as Grantee deems reasonable.



4. **ROYALTY.** As full consideration for the rights and licenses granted to Grantee hereunder, Grantee agrees to pay Grantor:
  - a. \$0.00 as lump sum at the time of execution of this Agreement; and
  - b. \$550 of the Grantees Net Profits frm new customer' purchase of a Tennant Biomoulator PRO.
5. **NET PROFITS.** "Net Profits" shall mean the total revenue received by Grantee from the use of Grantors Property, less:
  - a. all direct manufacturing and marketing expenses, including commissions payable to third parties;
  - b. all direct overhead and general administrative expenses, excluding taxes; and
  - c. all other amounts agreed to be excluded by written approval of the Grantor.
6. **PAYMENT OF ROYALTIES.** The Grantee shall keep an accurate account of the revenue generated by using Grantors Property under the scope of the right granted hereunder and shall render a statement in writing to the Grantor within 30-days after the end of each calendar month during the term of this Agreement, and shall, concurrently with the rendering of such statement, pay to the Grantor the amount of the Royalties accrued during the corresponding calendar month. The Grantor shall have the right, not more often than once in any calendar year, to have an independent certified public accountant acceptable to Grantee examine the books of the Grantee to verify the Royalty statements

and Royalties due to the Grantor pursuant to this Agreement. The cost of such examination shall be borne by the Grantor, unless such examination determines that the Grantee has underpaid the Royalties due hereunder; in which event, the Grantee shall pay the cost of such examination.

**7. GRANTEES DEFAULT:**

- a. If the Grantee fails to render statements or to make payment of Royalties as herein provided, the Grantor may on 30 days' written notice to the Grantee terminate this Agreement and the rights and license granted hereunder. If such default is not cured within such 30 days, this Agreement shall thereafter terminate upon the date set in such notice without prejudice, however, to the Royalties due to the Grantor hereunder.
- b. If the Grantee shall abandon the exploitation of the Grantors Property by failing for a period of one calendar year to pay Grantor a minimum royalty of \$0.00. The Grantor may on 30 days' written notice to the Grantee terminate this Agreement and the rights granted hereunder without prejudice, unless Grantee, during said 30-day period, pays Grantor the difference between the minimum Royalty amount and the Royalties actually paid. Any termination by Grantor hereunder shall be without prejudice to the Royalties due to the Grantor hereunder.

**8. INDEMNITY.** Except for any breach of this Agreement, neither party hereto shall be liable for any claims for personal injury or property damage suffered by the other party hereto or any third party resulting from any activity of either of the parties under or relating to this Agreement.

**9. CONFIDENTIALITY.** Grantee and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Grantee, or divulge, disclose, or communicate in any manner, any information that is



proprietary to Grantor and its employees, agents, and representatives and will protect such information and treat it as strictly confidential. The parties' obligations of confidentiality hereunder shall not apply to information either party possessed on the effective date of this Agreement and was not previously received from the other party hereto. This provision will continue to be effective after the termination of this Agreement.

**10. TERMINATION.** The Grantee may terminate this Agreement by giving notice thereof to the Grantor if:

- a. The Grantor makes a general assignment of substantially all of its assets for the benefit of creditors; or,
- b. A petition in bankruptcy or under any insolvency law is filed by or against the Grantor and such petition is not dismissed within sixty (60) days after it has been filed; or,
- c. The Grantor commits a breach of a material obligation hereunder; provided, however:
  - i. In the case of a breach by the Grantor which is capable of being cured, the Grantee may not terminate this Agreement unless and until the Grantor shall have failed to correct such breach within thirty (30) days after it shall have been served with a notice specifying the breach, requiring that such breach be corrected, and stating the Grantee's intention to terminate the Agreement if the breach is not corrected within such thirty (30) day period; and,
  - ii. If the breach is not one which can reasonably be corrected within thirty (30) days, the Grantee may not terminate this Agreement unless the Grantor fails to begin diligent efforts to correct such breach within such thirty (30) day period and such breach is not completely corrected within one hundred eighty (180) days after service of the foregoing notice.

**11. ASSIGNMENT.** This Agreement may not be assigned by either party without the prior written consent of the other party.

**12. SEVERABILITY.** This Agreement shall be severable. In the event any provision(s) of this Agreement is deemed by any court of competent jurisdiction to be unenforceable, illegal or contrary to public policy, the provision found to be unenforceable, illegal or contrary to public policy shall be stricken and the remainder of the Agreement shall remain in force.

**13. WAIVER.** Failure of either party at any time or from time to time to exercise any right under this Agreement shall not be deemed a waiver of such right nor shall it prevent the party from subsequently asserting or exercising such right.

**14. GOVERNING LAW.** This Agreement shall be construed and governed according to the law of the State of Texas.

**15. NOTICE.** Any notices to be given under this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the addresses of the parties as they appear in the introductory paragraph of this Agreement, but each party may change address by written notice in accordance with this paragraph.

**16. ENTIRE AGREEMENT.** This Agreement and any attachments hereto constitute the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, whether oral or written. No modification or claimed waiver of any of the provisions hereof shall be valid unless in

writing and signed by the parties against whom such modification or waiver is sought to be enforced.

**17. OTHER RIGHTS.** Nothing contained in this Agreement shall be construed as conferring by implication, estoppels, or otherwise upon either party any license or other right except the licenses and rights expressly granted hereunder to that party.

**18. ACCEPTANCE.** Each party hereby accepts the licenses and rights granted to it by a party under this Agreement subject to all of the terms and conditions of this Agreement.

In witness whereof the parties have executed this Agreement.



Jerry Tennant



Scott Tennant

# A - EXHIBIT 7





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**from Tennant**2 messages

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**Jerry Tennant** <jltennant@mac.com>

Tue, Jul 9, 2013 at 9:17 PM

To: Scott Tennant <stennant@senergy.us>, Barbara Evans <healthier2@gmail.com>, Cheryl Campbell <cheryl@senergy.us>, Tamara Bagwell <tamara@senergy.us>, Karla Bass <karla@senergy.us>, Haley Hillton <hhillton@senergy.us>

Cc: Tammy Lahutsky <tlahutsky@avazzia.com>

I am stunned! I don't get this angry very often but this must be stopped!

I have told Scott more than once that I don't want a single violet BioTransducer sold---particularly with my name attached to it. Tonight on the call to educators, it was announced that they could purchase either the violet or the red BioTransducer.

Let me shout it again---NONE OF YOU HAVE MY PERMISSION TO SELL THE VIOLET BIOTRANSDUCER TO ANYONE. STOP DOING IT OR I WILL FIND A WAY TO STOP YOU EVEN IF I HAVE TO PERSONALLY COME DESTROY THEM. Scott told me that he is having Avazzia replace them with red ones. I understand there will be a fee for replacing the case/diode, but I don't want the violet ones sold. I have explained to all of you why. Whether you agree or disagree with me is not the issue. It is my name, my device design, my intellectual property and thus I can do whatever I think is best to protect those things. If Scott has not instructed the Senergy staff that the violet devices are no longer for sale, he should have and I am doing it now.

Nothing makes me more angry than for Senergy personnel to ignore my demands. That is a direct affront to my authority and is a personal insult to me. When you continue to park in the handicapped parking when I have more than once told you not to do so unless you are unloading things or are actually sick, I take that in the same way I would if you gave me the finger when I asked you to do something for me. That is just one example of many things that Senergy staff do when I have specifically asked you not to do. Another example is Senergy staff trying to sell my patients and Senergy clients DoTerra oils that compete with my oils and for which some of you have personal gain at my expense.

When I am talking to Avazzia, you must not enter the room without my permission. We are usually discussing my PRIVATE AND CONFIDENTIAL information. You may not know about those things without my specific permission. My personal intellectual property is just that---personal and confidential. Tammy knows she is not to discuss design changes or new devices unless I am present.

If I asked you to do or not to do something and Scott disagrees with me, he must come talk to me and give me reasons to change my mind. I rarely get involved with Senergy, but when I do, my will must be done unless Scott can change my mind. If Scott tells you to do something that I have told you not to do, you should remind him that I have forbidden that unless and until I have told you I changed my mind.

Just remember, although Scott owns Senergy, if I cancel my agreement with Avazzia to sell the BioModulator and BioTransducer to Senergy, you are out of business/jobs. It's not very smart for any of you to keep pissing me off like this. If a Senergy staff member ignores me, I can see that Scott fires you or I shut Senergy down and find someone else to sell my inventions. On paper and day-to-day, Scott is your boss as it should be. But when I say something that relates to my inventions and my reputation, I have the final say because I control my intellectual property, patents, and trademarks. Thus I control who can distribute them. Thus in the final analysis, I control Senergy's future.

If I have not made myself clear, let me know and I'll try to explain it better!

*Jerry Tennant, MD., MD(FA), MD(P)*

jltennant@mac.com

www.tennantinstitute.com

---

**haley tylor hillton** <hhillton@senergy.us>  
To: Jerry Tennant <jltennant@mac.com>  
Cc: Scott Tennant <stennant@senergy.us>

Tue, Jul 9, 2013 at 9:59 PM

Dr Jerry,

1. I didn't know this as no one has informed me of this – maybe Barbara didn't either?
2. It wasn't stated that way on purpose or with intention to upset anyone, especially you. I hope you know we wouldn't do that
3. I wrote the script for the offer. The good news is that I can correct it before we mail it out tomorrow.

I'm sorry.

haley

[Quoted text hidden]



# A - EXHIBIT 8



---

**marketing goof**

1 message

---

**Scott Tennant** <stennant@senergy.us>  
To: "jltennant@mac.com" <jltennant@mac.com>

Wed, Jul 10, 2013 at 9:00 AM

Last night there was a marketing goof during the call. Since the education team isn't involved in the day to day selling of the devices, they seemed to have been on "auto pilot" with a memorized script from long ago and blurted out the wrong info without remembering the plan of RubyRed only. The violet devices are no longer in production and have been discontinued due to lack of any interest by the public at all. The RubyRed devices are the only ones selling and thus are our only product.

This statement last night can easily be retracted by sending a note to all of the Educators that a mis-communication was accidentally "in" the call. The Violet BioTransducer units are officially discontinued.

Most of the violets have been "upgraded" to RubyRed already. Avazzia is batching them "in" to our stock as the process is time consuming work.

Scott Tennant, CEO

**Senergy Medical Group**

9901 Valley Ranch Pkwy E Ste 1009

Irving, TX 75063

972-580-0545

866-514-8221 toll free in the USA

[stennant@senergy.us](mailto:stennant@senergy.us)[www.senergy.us](http://www.senergy.us)

Visit our information page to sign up for our mailing list, or to report any changes in your email address or other contact details;

<http://senergy.us/info.htm>



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Case 3:24-cv-01852-E Document 48-1 Filed 10/11/24 Page 61 of 340 PageID 894

# A - EXHIBIT 9

**From:** Jerry Tennant jltennant@gmail.com    
**Subject:** Fwd: BioTransducer 2020 branding  
**Date:** December 1, 2020 at 2:36 PM  
**To:** Scott Tennant stennant@senergy.us



The new BioModulators will be called BioModulator 2020. I think this name will confuse people . Cann you settle on a different name for the crystal wave?

*Jerry Tennant, MD, MD(Ph), PSc.D*

[jltennant@gmail.com](mailto:jltennant@gmail.com)  
[www.tennantinstitute.com](http://www.tennantinstitute.com)

Begin forwarded message:

**From:** Tammy Lahutsky <[tlahutsky@avazzia.com](mailto:tlahutsky@avazzia.com)>  
**Subject:** BioTransducer 2020 branding  
**Date:** November 30, 2020 at 9:08:09 PM CST  
**To:** Scott Tennant <[stennant@senergy.us](mailto:stennant@senergy.us)>, "jtenn@tennantinstitute.com" <[jtenn@tennantinstitute.com](mailto:jtenn@tennantinstitute.com)>, Jerry Gutierrez <[jerry@senergy.us](mailto:jerry@senergy.us)>, Jerry Tennant MD <[jltennant@gmail.com](mailto:jltennant@gmail.com)>

Hello,

In follow up to our meetings last week, we are making 125 to 140 new updated version BioTransducers (project name BT2020) in the same looking cases that the previous BioTransducers were made with.

Per discussions with Scott, these will be identifiable as BT2020 vs older version with product information on the case - either silkscreen or 3D laser etched.

Please provide art work accordingly or advise edits or approve attached mock-up.

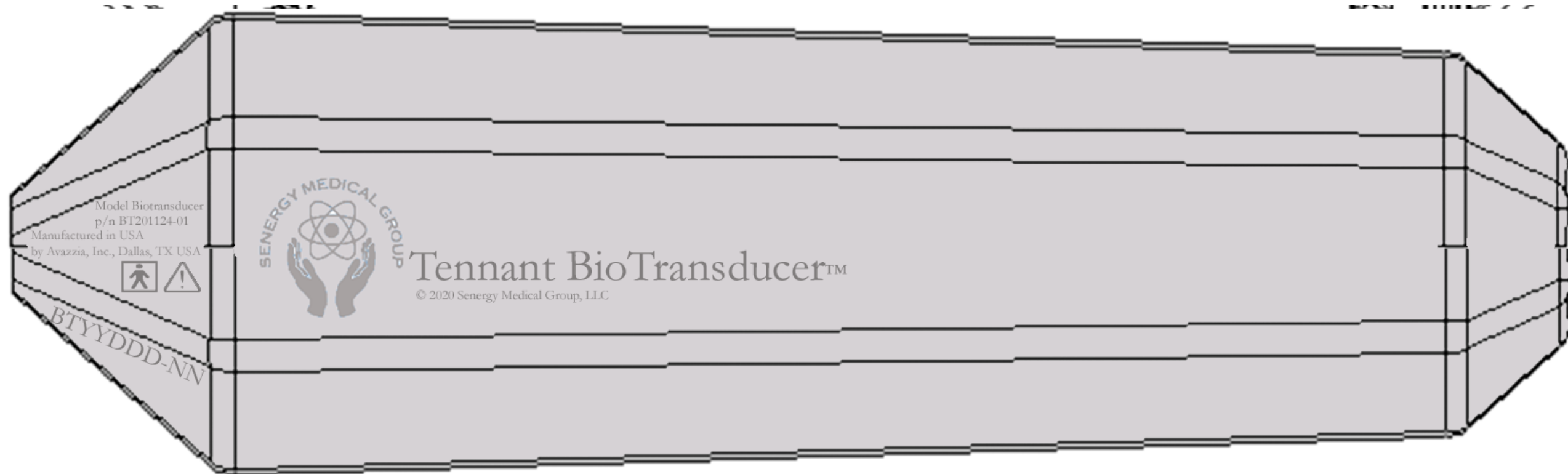
Are there any patents or patent pending? Is BioTransducer (R) or TM?

Minimum requirements:  
product identifier (part number)  
model (family name / type )  
Proprietary trade name (specific device)  
manufacturer identification  
country of origin  
safety instructions, Rx status?  
power source type  
IP claims: trademarks?, patents?, copyright ??

How does the attached draft look?

Thank you,  
Tammy Lahutsky  
**Avazzia, Inc.**, 13140 Coit Road, Suite 515, Dallas, Texas 75240, tel. 214-575-2820,  
[www.avazzia.com](http://www.avazzia.com)

# Proposed DRAFT for labeling



Serial number format: BTYYDDD-NN

# A - EXHIBIT 10

### **Modification of Royalty Agreement**

Whereas on October 1, 2012 and June 15, 2003, agreements were made between Senergy Medical Group and/or Scott Tennant as Grantee from Jerry Tennant as Grantor: see attached exhibits.

This agreement modifies those agreements for payments of royalties for Grantor's proprietary interest in the Tennant BioModulators.

The said agreements may be cancelled by either party, without prejudice and for any reason with thirty days' written notice.

The agreements may be cancelled immediately and without prejudice upon the filing of bankruptcy by Scott Tennant and/or Senergy Medical Group and shall not be considered assets of either upon filing of bankruptcy.

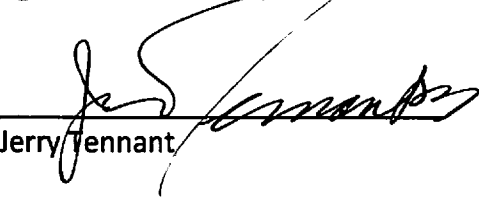
The agreements shall not be considered personal assets of Scott Tennant upon his death, disability, or divorce but all rights and possession of said proprietary interest return immediately to Grantor upon the occurrence of any of these events.

These royalty contracts are not transferrable upon sale of Senergy Medical Group without written permission of Grantor.

Royalties shall be fifteen percent (15%) of the retail sales price of any device including accessories that bear the trademarked name "Tennant®" including accessories for the Tennant BioModulator, BioModulator Pro, and BioTransducer.

Royalty of fifteen percent (15%) of retail sales price shall also be paid on all sales of devices recommended by Grantor to Senergy, e.g., the Eagle Guardian and Eagle Remedy Maker, pH Prescription water devices, etc.

Agreed on March 15, 2016

  
\_\_\_\_\_  
Jerry Tennant

\_\_\_\_\_  
Scott Tennant for himself personally and for Senergy Medical Group



# A - EXHIBIT 11

**Modification of Royalty Agreement**

4/22/2016

Whereas on October 1, 2012 and June 15, 2012, agreements were made between Senergy Medical Group and / or Scott Tennant as Grantee from Jerry Tennant as Grantor; see attached exhibits.

This agreement modifies those agreements for payments of royalties for Grantor's proprietary interest in the Tennant Biomodulators.

The said agreements may be cancelled by either party, without prejudice and for any reason within thirty days written notice.

The agreements may be cancelled immediately and without prejudice upon the filing of bankruptcy by Scott Tennant and / or Senergy Medical Group and shall not be considered assets of either upon filing for bankruptcy.

The agreements shall not be considered personal assets of Scott Tennant upon his death, disability, or divorce but all rights and possession of said proprietary interest return immediately to Grantor upon the occurrence of any of these events.

These royalty contracts are not transferrable upon sale of Senergy Medical Group without permission of Grantor.

Royalties are based on the following as of 4/22/2016;

**Tennant Biomodulator (current retail \$2,250 with applicable QuickSTART discount)**

50 Royalty per new device sold at retail

\$200 IP per new device sold at retail

\$100 Training course officiating

**Tennant Biomodulator PRO (Current retail \$5,000 with applicable QuickSTART discount)**

50 Royalty per new device sold at retail

\$400 IP per new device sold at retail

\$100 Training course officiating

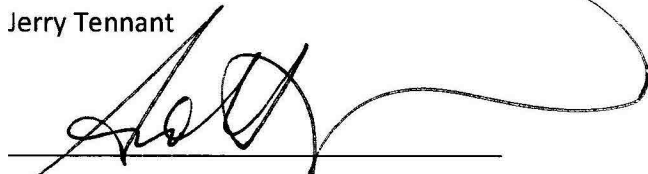
**Biotransducer CrystalWave (Current retail \$3,000)**

\$400

If any change in retail pricing occurs, the IP, Royalty will be adjusted accordingly to follow the current percentage of retail.

Agreed on April 22, 20016

\_\_\_\_\_  
Jerry Tennant



\_\_\_\_\_  
Scott Tennant for himself personally and for Senergy Medical Group

# A - EXHIBIT 12

**From:** Jerry Tennant jltennant@gmail.com  
**Subject:** Re: from Dad  
**Date:** March 12, 2016 at 1:49 PM  
**To:** Scott Tennant stennant@senergy.us



After the last one. Transfer both.

Sent from my iPhone  
Jerry Tennant

On Mar 12, 2016, at 11:34 AM, Scott Tennant <[stennant@senergy.us](mailto:stennant@senergy.us)> wrote:

What date should I date them? Should they both be dated the same day, say 2012ish after the last one?

Sent from [Outlook for iPhone](#)

On Sat, Mar 12, 2016 at 8:54 AM -0800, "Jerry Tennant" <[jltennant@gmail.com](mailto:jltennant@gmail.com)> wrote:

I missed the fact that the contracts were written between me and you personally instead of Senergy.



Please create and sign an affidavit that the contracts ownership have been transferred to Senergy. We have to turn in the data on Wednesday.

*Jerry Tennant, MD, MD(PhD), PSc.D*

[jltennant@gmail.com](mailto:jltennant@gmail.com)

[www.tennantinstitute.com](http://www.tennantinstitute.com)

# A - EXHIBIT 13

**From:** Scott Tennant stennant@senergy.us    
**Subject:** Bank Wire sent to TFL  
**Date:** October 2, 2019 at 5:57 PM  
**To:** Jerald L Tennant jltennant@mac.com



I've just sent a bank wire to TFL for \$25,600.

Thanks

Scott

Scott Tennant, CEO  
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**From:** Scott Tennant stennant@senergy.us    
**Subject:** bank wire to TFL  
**Date:** December 23, 2019 at 12:30 PM  
**To:** Jerald L Tennant jltennant@mac.com



I just sent a bank wire of \$6,300 to TFL for devices sold at the December training course

Thanks

Scott

Scott Tennant, CEO  
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**From:** Scott Tennant stennant@senergy.us    
**Subject:** bank wire to TFL #2  
**Date:** December 23, 2019 at 5:52 PM  
**To:** Jerald L Tennant jltennant@mac.com



I just sent \$30,200 to TFL for November.  
Thanks

Scott

Scott Tennant, CEO  
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**From:** Scott Tennant stennant@senergy.us    
**Subject:** bank wire deposit to TFL  
**Date:** February 18, 2020 at 12:52 PM  
**To:** Jerald L Tennant jltennant@mac.com



I just sent a bank wire deposit to TFL for \$25,400. Thanks

Scott

Scott Tennant, CEO  
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**From:** Scott Tennant stennant@senergy.us   
**Subject:** Bank Wire to TFL  
**Date:** July 2, 2020 at 3:25 PM  
**To:** Jerald L Tennant jltennant@mac.com



I just bank wired \$18,550 to TFL.

Scott

Scott Tennant, CEO  
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**From:** Scott Tennant stennant@senergy.us   
**Subject:** Bank Wire to TFL  
**Date:** August 4, 2020 at 3:32 PM  
**To:** Jerald L Tennant jltennant@mac.com



I just made a bank wire to TFL for \$35,550.

Thanks

Scott

Scott Tennant, CEO

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[mailto: stennant@senergy.us](mailto:stennant@senergy.us)



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**From:** Scott Tennant stennant@senergy.us    
**Subject:** BANK WIRE - August 2020 device IP  
**Date:** September 8, 2020 at 10:14 AM  
**To:** Jerald L Tennant jltennant@mac.com



I have just deposited \$36450 to TFL.

Thanks

Scot

Scott Tennant, CEO  
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**From:** Scott Tennant stennant@senergy.us    
**Subject:** Bank wire for TFL from Senergy  
**Date:** December 10, 2020 at 4:53 PM  
**To:** Jerald L Tennant jltennant@mac.com



I've just bank wired \$21,750 to TFL for the devices from November.

Scott

Scott Tennant, CEO  
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2020 NOV JLT payment - BTCW-R  
& BT-PRO purchases.xlsx



2020 NOV JLT payment - TB4P &  
Pro4P purchases.xlsx



# A - EXHIBIT 14

**From:** Jerald L Tennant jltennant@mac.com  
**Subject:** from Tennant  
**Date:** April 17, 2024 at 11:42 PM  
**To:** Scott Tennant stennant@senergy.us, Jerry Gutierrez jerry@senergy.us  
**Bcc:** John Tennant john@tennantproducts.com, Jared Tennant jaredtennant@gmail.com

---

At this tax season, I am trying to understand the royalties I am being paid and predict the future. I have asked for a monthly accounting of the number of devices sold and how you calculate my royalties for the past several years but have received none. Please print the past three years so I can have them for my meeting with my accountant next Tuesday.

Thanks!

JLT

**Jerry Tennant, MD., MD(H), PSc.D**  
jltennant@mac.com  
www.tennantinstitute.com

# A - EXHIBIT 15



**From:** Jerald L Tennant jltennant@mac.com  
**Subject:** Re: Try This One  
**Date:** April 22, 2024 at 4:09 PM  
**To:** Jerry Gutierrez jerry@senergy.us

---

Thanks

What I need is the retail cost of each item, the names of who bought them and how many sold like you ueted to provedie. I also need when you changed the price of each item.

To my knowledge, the last agree,ent I signed was 2016 for 15%. If you have my signature on a later agreement, I need to see that copy.

Thanks

**Jerry Tennant, MD., MD(H), PSc.D**  
jltennant@mac.com  
www.tennantinstitute.com

On Apr 22, 2024, at 1:00 PM, Jerry Gutierrez <jerry@senergy.us> wrote:

**Dr. Tennant,**  
Attached is the spreadsheet regarding royalties that you asked for.

Jerry  
<Royalty Calculations.xlsx>

**From:** Jerry Gutierrez jerry@senergy.us   
**Subject:** FW: Try This One  
**Date:** April 22, 2024 at 1:00 PM  
**To:** Jerry Tennant jltennant@gmail.com, Jerald L Tennant jltennant@mac.com

---

**Dr. Tennant,**


Attached is the spreadsheet regarding royalties that you asked for.

Jerry

Royalty Calculations.xlsx



# A - EXHIBIT 16

**From:** Scott Tennant stennant@senergy.us   
**Subject:** Senergy Royalty Calculations 2022 - March 2024.xlsx  
**Date:** April 25, 2024 at 10:37 AM  
**To:** Adam Hyman adam@lustiglawfirm.com, Jerald L Tennant jltennant@mac.com, Jerry Tennant jltennant@gmail.com  
**Cc:** Jerry Gutierrez jerry@senergy.us, Scott Tennant stennant@senergy.us



Here is the copy of the Royalty calculations in a PDF.

Scott

Scott Tennant, CEO  
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**Copy of Royalty Calculations  
2022 - March 2024.pdf**



	BM4p \$200 /	Trng Course Officiating \$100 /	BioTransducer BTCW/BT Pro		
2024	BMTP \$ 400	Rylty New Dev \$50	\$400	Totals	New Devices
Jan	\$9,200.00	\$4,950.00	\$10,400.00	\$24,550.00	58
Feb	\$19,200.00	\$9,000.00	\$22,000.00	\$50,200.00	114
Mar	\$7,240.00	\$3,600.00	\$8,400.00	\$19,240.00	45
Apr				\$0.00	0
May				\$0.00	0
Jun				\$0.00	0
Jul				\$0.00	0
Aug				\$0.00	0
Sep				\$0.00	0
Oct				\$0.00	0
Nov				\$0.00	0
Dec				\$0.00	0
<b>Totals</b>	<b>\$35,640.00</b>	<b>\$17,550.00</b>	<b>\$40,800.00</b>	<b>\$93,990.00</b>	<b>217</b>

	BM4p \$200 /	Trng Course Officiating \$100 /	BioTransducer BTCW/BT Pro		
2023	BMTP \$ 400	Rylty New Dev \$50	\$400	Totals	New Devices
Jan	\$8,400.00	\$3,750.00	\$9,200.00	\$21,350.00	47
Feb	\$12,200.00	\$6,000.00	\$10,000.00	\$28,200.00	65
Mar	\$9,400.00	\$4,050.00	\$9,200.00	\$22,650.00	50
Apr	\$8,600.00	\$4,050.00	\$8,400.00	\$21,050.00	48
May	\$15,000.00	\$7,200.00	\$17,600.00	\$39,800.00	88
Jun	\$11,400.00	\$5,700.00	\$10,400.00	\$27,500.00	65
Jul	\$8,600.00	\$3,750.00	\$10,000.00	\$22,350.00	50
Aug	\$10,400.00	\$4,350.00	\$10,000.00	\$24,750.00	54
Sep	\$6,800.00	\$3,300.00	\$7,200.00	\$17,300.00	40
Oct	\$11,400.00	\$4,500.00	\$10,400.00	\$26,300.00	56
Nov	\$13,600.00	\$6,600.00	\$16,400.00	\$36,600.00	84
Dec	\$7,600.00	\$3,600.00	\$8,800.00	\$20,000.00	46
<b>Totals</b>	<b>\$123,400.00</b>	<b>\$56,850.00</b>	<b>\$127,600.00</b>	<b>\$307,850.00</b>	<b>693</b>

	BM4p \$200 /	Trng Course Officiating \$100 /	BioTransducer BTCW/BT Pro		
2022	BMTP \$ 400	Rylty New Dev \$50	\$400	Totals	New Devices
Jan	\$5,200.00	\$2,400.00	\$6,000.00	\$13,600.00	31
Feb	\$11,000.00	\$5,400.00	\$12,400.00	\$28,800.00	68
Mar	\$14,200.00	\$6,450.00	\$14,400.00	\$35,050.00	80

<b>Apr</b>	\$8,400.00	\$3,900.00	\$8,400.00	<b>\$20,700.00</b>	47
<b>May</b>	\$7,000.00	\$3,600.00	\$8,400.00	<b>\$19,000.00</b>	45
<b>Jun</b>	\$14,800.00	\$6,450.00	\$14,800.00	<b>\$36,050.00</b>	81
<b>Jul</b>	\$7,600.00	\$3,450.00	\$8,000.00	<b>\$19,050.00</b>	45
<b>Aug</b>	\$16,200.00	\$6,900.00	\$15,200.00	<b>\$38,300.00</b>	84
<b>Sep</b>	\$7,000.00	\$3,300.00	\$8,000.00	<b>\$18,300.00</b>	43
<b>Oct</b>	\$8,400.00	\$3,600.00	\$8,000.00	<b>\$20,000.00</b>	46
<b>Nov</b>	\$9,000.00	\$4,050.00	\$10,000.00	<b>\$23,050.00</b>	51
<b>Dec</b>	\$13,200.00	\$5,250.00	\$14,000.00	<b>\$32,450.00</b>	70
<b>Totals</b>	<b>\$122,000.00</b>	<b>\$54,750.00</b>	<b>\$127,600.00</b>	<b>\$304,350.00</b>	<b>691</b>

<b>BM4p</b>	<b>BMTP</b>	<b>BTCW</b>	<b>BT Pro II</b>	<b>Actual Paid \$</b>	<b>Money Owed \$</b>
18	14	12	14	\$24,550.00	<b>\$0.00</b>
22	37	8	47	\$50,200.00	<b>\$0.00</b>
10	14	4	17	\$19,240.00	<b>\$0.00</b>
0	0	0	0		<b>\$0.00</b>
0	0	0	0		<b>\$0.00</b>
0	0	0	0		<b>\$0.00</b>
0	0	0	0		<b>\$0.00</b>
0	0	0	0		<b>\$0.00</b>
0	0	0	0		<b>\$0.00</b>
0	0	0	0		<b>\$0.00</b>
0	0	0	0		<b>\$0.00</b>
0	0	0	0		<b>\$0.00</b>
<b>50</b>	<b>65</b>	<b>24</b>	<b>78</b>	<b>\$93,990.00</b>	<b>\$0.00</b>

<b>BM4p</b>	<b>BMTP</b>	<b>BTCW</b>	<b>BT Pro II</b>	<b>Actual Paid \$</b>	<b>Money Owed \$</b>
7	18	0	22	\$19,800.00	<b>\$1,550.00</b>
19	21	0	25	\$28,200.00	<b>\$0.00</b>
7	20	0	23	\$22,650.00	<b>\$0.00</b>
11	16	0	21	\$19,150.00	<b>\$1,900.00</b>
19	28	0	41	\$40,000.00	<b>-\$200.00</b>
17	21	0	27	\$27,750.00	<b>-\$250.00</b>
7	18	0	25	\$23,150.00	<b>-\$800.00</b>
6	23	0	25	\$24,000.00	<b>\$750.00</b>
10	12	0	18	\$17,300.00	<b>\$0.00</b>
3	27	0	26	\$27,050.00	<b>-\$750.00</b>
19	24	4	37	\$36,600.00	<b>\$0.00</b>
10	14	3	19	\$19,250.00	<b>\$750.00</b>
<b>135</b>	<b>242</b>	<b>7</b>	<b>309</b>	<b>\$304,900.00</b>	<b>\$2,950.00</b>

<b>BM4p</b>	<b>BMTP</b>	<b>BTCW</b>	<b>BT Pro II</b>	<b>Actual Paid \$</b>	<b>Money Owed \$</b>
5	11	1	14	\$13,600.00	<b>\$0.00</b>
19	18	4	27	\$28,800.00	<b>\$0.00</b>
14	29	1	36	\$31,200.00	<b>\$3,850.00</b>

10	16	2	19	\$20,700.00	<b>\$0.00</b>
13	11	1	20	\$19,950.00	<b>-\$950.00</b>
10	33	0	38	\$36,850.00	<b>-\$800.00</b>
7	17	0	21	\$19,050.00	<b>\$0.00</b>
12	34	0	38	\$38,300.00	<b>\$0.00</b>
8	14	0	21	\$18,300.00	<b>\$0.00</b>
6	19	0	21	\$20,400.00	<b>-\$400.00</b>
9	18	0	24	\$23,050.00	<b>\$0.00</b>
4	31	0	35	\$20,400.00	<b>\$12,050.00</b>
<b>117</b>	<b>251</b>	<b>9</b>	<b>314</b>	<b>\$290,600.00</b>	<b>\$13,750.00</b>



<b>Device</b>	<b>Retail</b>	<b>Cost</b>	<b>Gross Profit</b>
<b>BM4p</b>	\$2,999.00	\$750.00	\$2,249.00
<b>BMTP</b>	\$7,650.00	\$1,800.00	\$5,850.00
<b>BTCW</b>	\$3,500.00	\$950.00	\$2,550.00
<b>BT Pro</b>	\$5,500.00	\$1,320.00	\$4,180.00

	<b>Associated</b>	
<b>Minus Royalties</b>	<b>Overhead Costs</b>	<b>SMG Profit</b>
\$350.00	\$1,403.60	\$495.40
\$550.00	\$2,998.60	\$2,301.40
\$550.00	\$1,914.00	\$86.00
\$550.00	\$2,386.12	\$1,243.88

Jan-24	Name	BM4p \$200 / BMTP \$ 400	Trng Course Officiating \$100 / Rylty New Dev \$50	BioTransducer BTCW/BT Pro \$400
1/1/2024	Redacted Customer Names for Filing	\$200.00	\$150.00	\$0.00
1/3/2024		\$400.00	\$150.00	\$400.00
1/4/2024		\$200.00	\$150.00	\$400.00
1/4/2024		\$400.00	\$150.00	\$400.00
1/9/2024		\$400.00	\$150.00	\$400.00
1/9/2024		\$400.00	\$150.00	\$400.00
1/10/2024		\$200.00	\$150.00	\$400.00
1/11/2024		\$200.00	\$150.00	\$0.00
1/11/2024		\$200.00	\$150.00	\$0.00
1/12/2024		\$200.00	\$150.00	\$0.00
1/14/2024		\$400.00	\$150.00	\$400.00
1/15/2024		\$400.00	\$150.00	\$400.00
1/15/2024		\$400.00	\$150.00	\$400.00
1/16/2024		\$400.00	\$150.00	\$400.00
1/16/2024		\$200.00	\$150.00	\$0.00
1/19/2024		\$200.00	\$150.00	\$400.00
1/22/2024		\$200.00	\$150.00	\$400.00
1/23/2024		\$200.00	\$150.00	\$400.00
1/23/2024		\$200.00	\$150.00	\$400.00
1/24/2024		\$200.00	\$150.00	\$400.00
1/24/2024		\$0.00	\$150.00	\$400.00
1/24/2024		\$400.00	\$150.00	\$400.00
1/24/2024		\$400.00	\$150.00	\$400.00
1/25/2024		\$200.00	\$150.00	\$0.00
1/26/2024		\$200.00	\$150.00	\$400.00
1/26/2024		\$200.00	\$150.00	\$400.00
1/26/2024		\$200.00	\$150.00	\$400.00
1/26/2024		\$400.00	\$150.00	\$400.00
1/29/2024		\$200.00	\$150.00	\$400.00
1/30/2024		\$200.00	\$150.00	\$0.00
1/30/2024		\$400.00	\$150.00	\$400.00
1/31/2024		\$400.00	\$150.00	\$400.00
1/31/2024		\$400.00	\$150.00	\$400.00
		<b>\$9,200.00</b>	<b>\$4,950.00</b>	<b>\$10,400.00</b>

JLT=royl + training course      **\$4,950.00**  
 BioMod=BM4p 200/BMTP 400      **\$9,200.00**  
 BioTransducer BTCW/BT Pro 400      **\$10,400.00**

\$24,550.00

Feb-24	Name	Trng Course		
		BM4p \$200 / BMTP \$400	Officiating \$100 / Rylty New Dev \$50	BioTransducer BTCW/BT Pro \$400
2/29/2024	Redacted Customer Names for Filing	\$200.00	\$150.00	\$400.00
2/12/2024		\$200.00	\$150.00	\$0.00
2/21/2024		\$200.00	\$150.00	\$400.00
2/12/2024		\$200.00	\$150.00	\$0.00
2/29/2024		\$400.00	\$150.00	\$400.00
2/29/2024		\$400.00	\$150.00	\$400.00
2/2/2024		\$400.00	\$150.00	\$400.00
2/8/2024		\$200.00	\$150.00	\$400.00
2/23/2024		\$400.00	\$150.00	\$400.00
2/28/2024		\$400.00	\$150.00	\$400.00
2/29/2024		\$400.00	\$150.00	\$400.00
2/24/2024		\$400.00	\$150.00	\$400.00
2/8/2024		\$200.00	\$150.00	\$0.00
2/28/2024		\$400.00	\$150.00	\$400.00
2/12/2024		\$400.00	\$150.00	\$400.00
2/26/2024		\$400.00	\$150.00	\$400.00
2/12/2024		\$200.00	\$150.00	\$400.00
2/19/2024		\$400.00	\$150.00	\$400.00
2/2/2024		\$200.00	\$150.00	\$400.00
2/23/2024		\$400.00	\$150.00	\$0.00
2/15/2024		\$200.00	\$150.00	\$400.00
2/26/2024		\$400.00	\$150.00	\$400.00
2/22/2024		\$200.00	\$150.00	\$400.00
2/22/2024		\$400.00	\$150.00	\$400.00
2/22/2024		\$400.00	\$150.00	\$400.00
2/24/2024		\$400.00	\$150.00	\$400.00
2/12/2024		\$400.00	\$150.00	\$400.00
2/15/2024		\$200.00	\$150.00	\$0.00
2/29/2024		\$400.00	\$150.00	\$400.00
2/26/2024		\$400.00	\$150.00	\$400.00
2/29/2024		\$400.00	\$150.00	\$400.00
2/2/2024		\$400.00	\$150.00	\$400.00
2/23/2024		\$400.00	\$150.00	\$400.00
2/9/2024		\$200.00	\$150.00	\$400.00
2/2/2024		\$200.00	\$150.00	\$400.00
2/19/2024		\$200.00	\$150.00	\$400.00
2/29/2024		\$400.00	\$150.00	\$400.00
2/28/2024		\$200.00	\$150.00	\$400.00

2/29/2024

Redacted Customer Names for P

\$400.00

\$150.00

\$400.00

2/29/2024	Redacted Customer Names for Filing	\$400.00	\$150.00	\$400.00
2/22/2024		\$200.00	\$150.00	\$400.00
2/9/2024		\$400.00	\$150.00	\$400.00
2/9/2024		\$200.00	\$150.00	\$400.00
2/29/2024		\$400.00	\$150.00	\$400.00
2/29/2024		\$200.00	\$150.00	\$400.00
2/28/2024		\$400.00	\$150.00	\$400.00
2/16/2024		\$0.00	\$150.00	\$400.00
2/1/2024		\$200.00	\$150.00	\$400.00
2/28/2024		\$400.00	\$150.00	\$400.00
2/8/2024		\$200.00	\$150.00	\$400.00
2/9/2024		\$200.00	\$150.00	\$400.00
2/16/2024		\$400.00	\$150.00	\$400.00
2/6/2024		\$200.00	\$150.00	\$400.00
2/19/2024		\$400.00	\$150.00	\$400.00
2/29/2024		\$400.00	\$150.00	\$400.00
2/26/2024		\$400.00	\$150.00	\$400.00
2/29/2024		\$400.00	\$150.00	\$400.00
2/20/2024		\$400.00	\$150.00	\$400.00
2/7/2024		\$400.00	\$150.00	\$400.00
2/6/2024		\$400.00	\$150.00	\$400.00
		<b>\$19,200.00</b>	<b>\$9,000.00</b>	<b>\$22,000.00</b>

JLT=royl + training course	<b>\$9,000.00</b>
BioMod=BM4p 200/BMTP 400	<b>\$19,200.00</b>
BioTransducer BTCW/BT Pro 400	<b>\$22,000.00</b>
	<b>\$50,200.00</b>

		Trng Course		
	BM4p \$200 / BMTP \$400	Officiating \$100 / Rylty New Dev \$50	BioTransducer BTCW/BT Pro \$400	BioTransducer BTCW/BT Pro 400
Mar-24				
3/5/2024	Redacted Customer Names for Filing	\$200.00	\$150.00	\$0.00
3/11/2024		\$400.00	\$150.00	\$400.00
3/11/2024		\$400.00	\$150.00	\$400.00
3/11/2024		\$400.00	\$150.00	\$400.00
3/12/2024		\$200.00	\$150.00	\$400.00
3/12/2024		\$200.00	\$150.00	\$0.00
3/12/2024		\$200.00	\$150.00	\$400.00
3/14/2024		\$400.00	\$150.00	\$400.00
3/16/2024		\$200.00	\$150.00	\$400.00
3/16/2024		\$400.00	\$150.00	\$400.00
3/16/2024		\$400.00	\$150.00	\$400.00
3/16/2024		\$400.00	\$150.00	\$400.00
3/18/2024		\$400.00	\$150.00	\$400.00
3/18/2024		\$400.00	\$150.00	\$400.00
3/18/2024		\$400.00	\$150.00	\$400.00
3/18/2024		\$200.00	\$150.00	\$400.00
3/18/2024		\$40.00	\$150.00	\$400.00
3/19/2024		\$200.00	\$150.00	\$400.00
3/20/2024		\$200.00	\$150.00	\$0.00
3/21/2024		\$200.00	\$150.00	\$400.00
3/21/2024		\$400.00	\$150.00	\$400.00
3/25/2024		\$400.00	\$150.00	\$400.00
3/28/2024		\$200.00	\$150.00	\$400.00
3/28/2024		\$400.00	\$150.00	\$400.00
		\$7,240.00	\$3,600.00	\$8,400.00

JLT=royl + training course	<b>\$3,600.00</b>
BioMod=BM4p 200/BMTP 400	<b>\$7,240.00</b>
BioTransducer BTCW/BT Pro 400	<b>\$8,400.00</b>
	<b>\$19,240.00</b>



Jan-23	Name	BM4p \$200 / BMTP \$ 400	Trng Course Officiating \$100 / Ryly New Dev \$50	BioTransducer BTCW/BT Pro \$400
12/1/2023	Redacted Customer Names for Filing	\$200.00	\$150.00	\$400.00
12/1/2023		\$400.00	\$150.00	\$400.00
12/1/2023		\$400.00	\$150.00	\$400.00
12/4/2023		\$200.00	\$150.00	\$400.00
12/4/2023		\$400.00	\$150.00	\$400.00
12/5/2023		\$200.00	\$150.00	\$400.00
12/6/2023		\$200.00	\$150.00	\$400.00
12/6/2023		\$400.00	\$150.00	\$400.00
12/6/2023		\$400.00	\$150.00	\$400.00
12/6/2023		\$400.00	\$150.00	\$400.00
12/7/2023		\$400.00	\$150.00	\$400.00
12/7/2023		\$400.00	\$150.00	\$400.00
12/7/2023		\$400.00	\$150.00	\$400.00
12/10/2023		\$400.00	\$150.00	\$400.00
12/11/2023		\$400.00	\$150.00	\$400.00
12/12/2023		\$400.00	\$150.00	\$400.00
12/13/2023		\$400.00	\$150.00	\$400.00
12/14/2023		\$200.00	\$150.00	\$400.00
12/15/2023		\$400.00	\$150.00	\$400.00
12/19/2023		\$200.00	\$150.00	
12/21/2023		\$200.00	\$150.00	\$400.00
12/21/2023		\$200.00	\$150.00	\$400.00
12/21/2023	DO	\$200.00	\$150.00	
12/29/2023		\$200.00	\$150.00	\$400.00
		<b>\$7,600.00</b>	<b>\$3,600.00</b>	<b>\$8,800.00</b>

BM4p \$200 / BMTP \$ 400	<b>\$7,600.00</b>
Trng Course Officiating \$100 / Ryly New Dev \$50	<b>\$3,600.00</b>
BioTransducer BTCW/BT Pro \$400	<b>\$8,800.00</b>
	<b>\$20,000.00</b>

		Trng Course		
Feb-23	Name	BM4p \$200 / BMTP \$ 400	Officiating \$100 / Ryly New Dev \$50	BioTransducer BTCW/BT Pro \$400
2/1/2023	Redacted Customer Names for Filing	\$400.00	\$150.00	\$400.00
2/2/2023		\$200.00	\$150.00	\$400.00
2/3/2023		\$200.00	\$150.00	
2/3/2023		\$400.00	\$150.00	\$400.00
2/6/2023		\$200.00	\$150.00	
2/6/2023		\$400.00	\$150.00	
2/8/2023		\$400.00	\$150.00	\$400.00
2/8/2023		\$400.00	\$150.00	
2/13/2023		\$200.00	\$150.00	
2/14/2023		\$400.00	\$150.00	\$400.00
2/15/2023		\$200.00	\$150.00	
2/16/2023		\$400.00	\$150.00	\$400.00
2/16/2023		\$400.00	\$150.00	\$400.00
2/17/2023		\$200.00	\$150.00	
2/21/2023		\$200.00	\$150.00	\$400.00
2/22/2023		\$200.00	\$150.00	
2/22/2023		\$200.00	\$150.00	
2/23/2023		\$200.00	\$150.00	\$400.00
2/23/2023		\$400.00	\$150.00	\$400.00
2/23/2023		\$400.00	\$150.00	\$400.00
2/23/2023		\$400.00	\$150.00	\$400.00
2/23/2023		\$400.00	\$150.00	\$400.00
2/24/2023		\$400.00	\$150.00	\$400.00
2/24/2023		\$400.00	\$150.00	\$400.00
2/24/2023		\$400.00	\$150.00	\$400.00
2/24/2023		\$200.00	\$150.00	
2/24/2023		\$200.00	\$150.00	\$400.00
2/24/2023		\$200.00	\$150.00	
2/25/2023		\$200.00	\$150.00	\$400.00
2/25/2023		\$400.00	\$150.00	\$400.00
2/26/2023		\$200.00	\$150.00	
2/26/2023		\$400.00	\$150.00	\$400.00
2/26/2023		\$200.00	\$150.00	\$400.00
2/27/2023		\$400.00	\$150.00	\$400.00
2/27/2023		\$200.00	\$150.00	
2/27/2023		\$200.00	\$150.00	
2/28/2023		\$400.00	\$150.00	\$400.00
2/28/2023		\$400.00	\$150.00	\$400.00
2/28/2023		\$200.00	\$150.00	
2/28/2023		\$400.00	\$150.00	\$400.00
		<b>\$12,200.00</b>	<b>\$6,000.00</b>	<b>\$10,000.00</b>

BM4p \$200 / BMTP \$ 400	<b>\$12,200.00</b>
Trng Course Officiating \$100 / Ryly New Dev \$50	<b>\$6,000.00</b>
BioTransducer BTCW/BT Pro \$400	<b>\$10,000.00</b>
	<b>\$28,200.00</b>

Mar-23	Name	BM4p \$200 / BMTP \$ 400	Officiating \$100 / Rylty New Dev \$50	BioTransducer BTCW/BT Pro \$400
3/1/2023	Redacted Customer Names for Filing	\$400.00	\$150.00	\$400.00
3/1/2023		\$200.00	\$150.00	\$400.00
3/2/2023		\$200.00	\$150.00	
3/3/2023		\$400.00	\$150.00	\$400.00
3/6/2023		\$400.00	\$150.00	\$400.00
3/7/2023		\$400.00	\$150.00	\$400.00
3/8/2023		\$400.00	\$150.00	\$400.00
3/9/2023		\$200.00	\$150.00	
3/9/2023		\$400.00	\$150.00	\$400.00
3/10/2023		\$400.00	\$150.00	\$400.00
3/10/2023		\$400.00	\$150.00	\$400.00
3/10/2023		\$200.00	\$150.00	\$400.00
3/13/2023		\$400.00	\$150.00	\$400.00
3/15/2023		\$400.00	\$150.00	\$400.00
3/16/2023		\$400.00	\$150.00	\$400.00
3/17/2023		\$400.00	\$150.00	\$400.00
3/20/2023		\$400.00	\$150.00	\$400.00
3/20/2023		\$400.00	\$150.00	\$400.00
3/20/2023		\$400.00	\$150.00	\$400.00
3/21/2023		\$400.00	\$150.00	\$400.00
3/23/2023		\$400.00	\$150.00	\$400.00
3/25/2023		\$200.00	\$150.00	
3/25/2023		\$400.00	\$150.00	\$400.00
3/27/2023		\$400.00	\$150.00	\$400.00
3/28/2023		\$400.00	\$150.00	\$400.00
3/31/2023		\$200.00	\$150.00	
3/31/2023		\$200.00	\$150.00	\$400.00
		<b>\$9,400.00</b>	<b>\$4,050.00</b>	<b>\$9,200.00</b>

BM4p \$200 / BMTP \$ 400	<b>\$9,400.00</b>
ing Course Officiating \$100 / Rylty New Dev \$50	<b>\$4,050.00</b>
BioTransducer BTCW/BT Pro \$400	<b>\$9,200.00</b>
	<b><u>\$22,650.00</u></b>

		Training Course		
Apr-23	Name	BM4p \$200 / BMTP \$ 400	Officiating \$100 / Rylty New Dev \$50	BioTransducer BTCW/BT Pro \$400
4/3/2023	Redacted Customer Names for Fil	\$400.00	\$150.00	\$400.00
4/5/2023		\$200.00	\$150.00	
4/5/2023		\$400.00	\$150.00	\$400.00
4/5/2023		\$200.00	\$150.00	
4/11/2023		\$400.00	\$150.00	\$400.00
4/12/2023		\$400.00	\$150.00	\$400.00
4/12/2023		\$400.00	\$150.00	\$400.00
4/12/2023		\$400.00	\$150.00	\$400.00
4/13/2023		\$200.00	\$150.00	\$400.00
4/13/2023		\$400.00	\$150.00	\$400.00
4/13/2023		\$400.00	\$150.00	\$400.00
4/14/2023		\$200.00	\$150.00	
4/17/2023		\$200.00	\$150.00	\$400.00
4/18/2023		\$400.00	\$150.00	\$400.00
4/18/2023		\$200.00	\$150.00	\$400.00
4/21/2023		\$400.00	\$150.00	\$400.00
4/21/2023		\$200.00	\$150.00	
4/21/2023		\$400.00	\$150.00	\$400.00
4/23/2023		\$400.00	\$150.00	\$400.00
4/25/2023		\$400.00	\$150.00	\$400.00
4/25/2023		\$200.00	\$150.00	
4/25/2023		\$200.00	\$150.00	\$400.00
4/25/2023		\$400.00	\$150.00	\$400.00
4/25/2023		\$200.00	\$150.00	
4/26/2023		\$200.00	\$150.00	\$400.00
4/27/2023		\$400.00	\$150.00	\$400.00
4/30/2023		\$400.00	\$150.00	\$400.00
		<b>\$8,600.00</b>	<b>\$4,050.00</b>	<b>\$8,400.00</b>

BM4p \$200 / BMTP \$ 400	<b>\$8,600.00</b>
3 Course Officiating \$100 / Rylty New Dev	<b>\$4,050.00</b>
BioTransducer BTCW/BT Pro \$400	<b>\$8,400.00</b>
	<b><u>\$21,050.00</u></b>

May-23	Name	BM4p \$200 / BMTP \$ 400	ng Course Officiating \$100 / Rylty New Dev \$50	BioTransducer BTCW/BT Pro \$400
5/1/2023	Redacted Customer Names for Filing	\$400.00	\$150.00	\$400.00
5/2/2023		\$200.00	\$150.00	\$400.00
5/3/2023		\$400.00	\$150.00	\$400.00
5/4/2023		\$400.00	\$150.00	\$400.00
5/4/2023		\$400.00	\$150.00	\$400.00
5/5/2023		\$400.00	\$150.00	\$400.00
5/5/2023		\$400.00	\$150.00	\$400.00
5/8/2023		\$400.00	\$150.00	\$400.00
5/8/2023		\$200.00	\$150.00	\$400.00
5/8/2023		\$400.00	\$150.00	\$400.00
5/9/2023		\$200.00	\$150.00	\$400.00
5/10/2023		\$400.00	\$150.00	\$400.00
5/10/2023		\$200.00	\$150.00	
5/10/2023		\$400.00	\$150.00	\$400.00
5/10/2023		\$400.00	\$150.00	\$400.00
5/10/2023		\$400.00	\$150.00	\$400.00
5/11/2023		\$400.00	\$150.00	\$400.00
5/11/2023		\$200.00	\$150.00	\$400.00
5/11/2023		\$400.00	\$150.00	\$400.00
5/11/2023		\$200.00	\$150.00	\$400.00
5/11/2023		\$400.00	\$150.00	\$400.00
5/12/2023		\$200.00	\$150.00	\$400.00
5/15/2023		\$400.00	\$150.00	\$400.00
5/15/2023		\$400.00	\$150.00	\$400.00
5/16/2023		\$400.00	\$150.00	\$400.00
5/16/2023		\$400.00	\$150.00	\$400.00
5/23/2023		\$400.00	\$150.00	\$400.00
5/23/2023		\$200.00	\$150.00	
5/23/2023		\$400.00	\$150.00	\$400.00
5/24/2023		\$400.00	\$150.00	\$400.00
5/24/2023		\$200.00	\$150.00	\$400.00
5/24/2023		\$200.00	\$150.00	\$400.00
5/24/2023		\$400.00	\$150.00	\$400.00
5/25/2023		\$200.00	\$150.00	\$400.00
5/25/2023		\$200.00	\$150.00	\$400.00
5/25/2023		\$400.00	\$150.00	\$400.00
5/26/2023		\$400.00	\$150.00	\$400.00
5/26/2023		\$200.00	\$150.00	\$400.00
5/26/2023		\$200.00	\$150.00	
5/27/2023		\$400.00	\$150.00	\$400.00
5/29/2023		\$200.00	\$150.00	\$400.00
5/30/2023		\$200.00	\$150.00	\$400.00
5/31/2023		\$400.00	\$150.00	\$400.00
5/31/2023		\$200.00	\$150.00	
5/31/2023		\$200.00	\$150.00	\$400.00
5/31/2023		\$200.00	\$150.00	\$400.00
5/31/2023		\$200.00	\$150.00	\$400.00
5/31/2023		\$400.00	\$150.00	\$400.00
		<b>\$15,200.00</b>	<b>\$7,200.00</b>	<b>\$17,600.00</b>

BM4p \$200 / BMTP \$ 400	<b>\$15,200.00</b>
ng Course Officiating \$100 / Rylty New Dev \$50	<b>\$7,200.00</b>
BioTransducer BTCW/BT Pro \$400	<b>\$17,600.00</b>
	<b>\$40,000.00</b>

Jun-23	Name	BioMod=BM4p 200/BMTP 400	JLT=royl + training course	BioTransducer BTCW/BT Pro 400
6/1/2023	Redacted Customer Names for Filing	\$200.00	\$150.00	\$400.00
6/1/2023		\$200.00	\$150.00	
6/1/2023		\$200.00	\$150.00	\$400.00
6/1/2023		\$200.00	\$150.00	
6/2/2023		\$200.00	\$150.00	\$400.00
6/4/2023		\$400.00	\$150.00	\$400.00
6/7/2023		\$400.00	\$150.00	\$400.00
6/7/2023		\$400.00	\$150.00	\$400.00
6/8/2023		\$400.00	\$150.00	\$400.00
6/8/2023		\$400.00	\$150.00	\$400.00
6/12/2023		\$400.00	\$150.00	\$400.00
6/13/2023		\$400.00	\$150.00	\$400.00
6/13/2023		\$400.00	\$150.00	\$400.00
6/13/2023		\$400.00	\$150.00	\$400.00
6/14/2023		\$200.00	\$150.00	
6/14/2023		\$400.00	\$150.00	\$400.00
6/15/2023		\$200.00	\$150.00	\$400.00
6/16/2023		\$200.00	\$150.00	\$400.00
6/16/2023		\$400.00	\$150.00	\$400.00
6/16/2023		\$400.00	\$150.00	\$400.00
6/16/2023		\$200.00	\$150.00	
6/16/2023		\$400.00	\$150.00	\$400.00
6/17/2023		\$200.00	\$150.00	
6/19/2023		\$200.00	\$150.00	\$400.00
6/20/2023		\$200.00	\$150.00	
6/20/2023		\$200.00	\$150.00	\$400.00
6/20/2023		\$200.00	\$150.00	
6/21/2023		\$200.00	\$150.00	\$400.00
6/22/2023		\$400.00	\$150.00	\$400.00
6/22/2023		\$400.00	\$150.00	\$400.00
6/23/2023		\$400.00	\$150.00	\$400.00
6/23/2023		\$200.00	\$150.00	
6/27/2023		\$400.00	\$150.00	\$400.00
6/27/2023		\$200.00	\$150.00	
6/28/2023		\$400.00	\$150.00	\$400.00
6/28/2023		\$400.00	\$150.00	\$400.00
6/29/2023		\$400.00	\$150.00	
		<b>\$11,400.00</b>	<b>\$5,550.00</b>	<b>\$10,800.00</b>

BioMod=BM4p 200/BMTP 400	<b>\$11,400.00</b>
JLT=royl + training course	<b>\$5,550.00</b>
BioTransducer BTCW/BT Pro 400	<b>\$10,800.00</b>
	<b>\$27,750.00</b>

		Trng Course		
Jul-23	Name	BM4p \$200 / BMP \$ 400	Officiating \$100 / Rytty New Dev \$50	BioTransducer BTCW/BT Pro \$400
7/6/2023	Redacted Customer Names for Filing	\$400.00	\$150.00	\$400.00
7/7/2023		\$400.00	\$150.00	\$400.00
7/10/2023		\$400.00	\$150.00	\$400.00
7/11/2023		\$200.00	\$150.00	\$400.00
7/11/2023		\$400.00	\$150.00	\$400.00
7/11/2023		\$400.00	\$150.00	\$400.00
7/12/2023		\$200.00	\$150.00	\$400.00
7/13/2023		\$400.00	\$150.00	\$400.00
7/14/2023		\$400.00	\$150.00	\$400.00
7/14/2023		\$200.00	\$150.00	\$400.00
7/19/2023		\$200.00	\$150.00	\$400.00
7/19/2023		\$400.00	\$150.00	\$400.00
7/19/2023		\$400.00	\$150.00	\$400.00
7/19/2023		\$400.00	\$150.00	\$400.00
7/19/2023		\$400.00	\$150.00	\$400.00
7/20/2023		\$400.00	\$150.00	\$400.00
7/20/2023		\$400.00	\$150.00	\$400.00
7/21/2023		\$400.00	\$150.00	\$400.00
7/21/2023		\$400.00	\$150.00	\$400.00
7/24/2023		\$200.00	\$150.00	\$400.00
7/24/2023		\$200.00	\$150.00	\$400.00
7/25/2023		\$400.00	\$150.00	\$400.00
7/27/2023		\$400.00	\$150.00	\$400.00
7/31/2023		\$200.00	\$150.00	\$400.00
7/31/2023		\$400.00	\$150.00	\$400.00
		<b>\$8,600.00</b>	<b>\$3,750.00</b>	<b>\$10,000.00</b>

BM4p \$200 / BMP \$ 400	<b>\$8,600.00</b>
Trng Course Officiating \$100 / Rytty New Dev \$50	<b>\$3,750.00</b>
BioTransducer BTCW/BT Pro \$400	<b>\$10,000.00</b>
	<b>\$22,350.00</b>

		Trng Course		
Aug-23	Name	BM4p \$200 / BMTP \$ 400	Officiating \$100 / Ryly New Dev \$50	BioTransducer BTCW/BT Pro \$400
8/1/2023	Redacted Customer Names for Filing	\$200.00	\$150.00	\$400.00
8/2/2023		\$200.00	\$150.00	
8/3/2023		\$400.00	\$150.00	\$400.00
8/8/2023		\$200.00	\$150.00	
8/8/2023		\$200.00	\$150.00	
8/10/2023		\$400.00	\$150.00	\$400.00
8/11/2023		\$400.00	\$150.00	\$400.00
8/11/2023		\$400.00	\$150.00	\$400.00
8/11/2023		\$400.00	\$150.00	\$400.00
8/14/2023		\$200.00	\$150.00	\$400.00
8/14/2023		\$400.00	\$150.00	\$400.00
8/15/2023		\$400.00	\$150.00	\$400.00
8/16/2023		\$400.00	\$150.00	\$400.00
8/16/2023		\$400.00	\$150.00	\$400.00
8/17/2023		\$400.00	\$150.00	\$400.00
8/18/2023		\$400.00	\$150.00	\$400.00
8/20/2023		\$400.00	\$150.00	\$400.00
8/21/2023		\$400.00	\$150.00	\$400.00
8/21/2023		\$400.00	\$150.00	\$400.00
8/21/2023		\$400.00	\$150.00	\$400.00
8/24/2023		\$400.00	\$150.00	\$400.00
8/25/2023		\$400.00	\$150.00	\$400.00
8/25/2023		\$400.00	\$150.00	\$400.00
8/25/2023		\$400.00	\$150.00	\$400.00
8/29/2023		\$200.00	\$150.00	
8/29/2023		\$400.00	\$150.00	\$400.00
8/31/2023		\$400.00	\$150.00	\$400.00
8/31/2023		\$400.00	\$150.00	\$400.00
8/31/2023		\$400.00	\$150.00	\$400.00
		<b>\$10,400.00</b>	<b>\$4,350.00</b>	<b>\$10,000.00</b>

BM4p \$200 / BMTP \$ 400	<b>\$10,400.00</b>
Trng Course Officiating \$100 / Ryly New Dev \$50	<b>\$4,350.00</b>
BioTransducer BTCW/BT Pro \$400	<b>\$10,000.00</b>
	<b>\$24,750.00</b>



Sep-23	Name	BM4p \$200 / BMTP \$ 400	Officiating \$100 / Rylty New Dev \$50	BioTransducer BTCW/BT Pro \$400
9/1/2023	Redacted Customer Names for Filing	\$400.00	\$150.00	\$400.00
9/1/2023		\$400.00	\$150.00	\$400.00
9/4/2023		\$400.00	\$150.00	\$400.00
9/5/2023		\$200.00	\$150.00	
9/5/2023		\$400.00	\$150.00	\$400.00
9/11/2023		\$200.00	\$150.00	\$400.00
9/11/2023		\$400.00	\$150.00	\$400.00
9/13/2023		\$200.00	\$150.00	\$400.00
9/14/2023		\$400.00	\$150.00	\$400.00
9/14/2023		\$200.00	\$150.00	\$400.00
9/14/2023		\$400.00	\$150.00	\$400.00
9/14/2023		\$400.00	\$150.00	\$400.00
9/15/2023		\$200.00	\$150.00	\$400.00
9/18/2023		\$200.00	\$150.00	\$400.00
9/21/2023		\$200.00	\$150.00	\$400.00
9/21/2023		\$400.00	\$150.00	\$400.00
9/21/2023		\$200.00	\$150.00	
9/22/2023		\$400.00	\$150.00	
9/27/2023		\$200.00	\$150.00	\$400.00
9/28/2023		\$400.00	\$150.00	\$400.00
9/28/2023		\$400.00	\$150.00	\$400.00
9/28/2023		\$200.00	\$150.00	
		<b>\$6,800.00</b>	<b>\$3,300.00</b>	<b>\$7,200.00</b>

BM4p \$200 / BMTP \$ 400	<b>\$6,800.00</b>
3 Course Officiating \$100 / Rylty New Dev	<b>\$3,300.00</b>
BioTransducer BTCW/BT Pro \$400	<b>\$7,200.00</b>
	<b><u>\$17,300.00</u></b>

		Trng Course		
Oct-23	Name	BM4p \$200 / BMTP \$ 400	Officiating \$100 / Rylty New Dev \$50	BioTransducer BTCW/BT Pro \$400
10/1/2023	Redacted Customer Names for Filing	\$400.00	\$150.00	\$400.00
10/3/2023		\$400.00	\$150.00	\$400.00
10/4/2023		\$400.00	\$150.00	\$400.00
10/5/2023		\$400.00	\$150.00	\$400.00
10/6/2023		\$400.00	\$150.00	\$400.00
10/6/2023		\$400.00	\$150.00	\$400.00
10/10/2023		\$400.00	\$150.00	\$400.00
10/10/2023		\$400.00	\$150.00	\$400.00
10/11/2023		\$400.00	\$150.00	
10/12/2023		\$400.00	\$150.00	\$400.00
10/12/2023		\$200.00	\$150.00	\$400.00
10/13/2023		\$400.00	\$150.00	\$400.00
10/15/2023		\$400.00	\$150.00	\$400.00
10/16/2023		\$400.00	\$150.00	\$400.00
10/16/2023		\$400.00	\$150.00	\$400.00
10/16/2023		\$400.00	\$150.00	\$400.00
10/16/2023		\$200.00	\$150.00	
10/20/2023		\$400.00	\$150.00	\$400.00
10/20/2023		\$400.00	\$150.00	\$400.00
10/20/2023		\$400.00	\$150.00	\$400.00
10/20/2023		\$400.00	\$150.00	\$400.00
10/21/2023		\$400.00	\$150.00	\$400.00
10/21/2023		\$400.00	\$150.00	\$400.00
10/21/2023		\$400.00	\$150.00	\$400.00
10/24/2023		\$400.00	\$150.00	
10/24/2023		\$400.00	\$150.00	\$400.00
10/24/2023		\$200.00	\$150.00	
10/24/2023		\$400.00	\$150.00	\$400.00
10/26/2023		\$400.00	\$150.00	\$400.00
10/27/2023		\$400.00	\$150.00	\$400.00
		\$11,400.00	\$4,500.00	\$10,400.00

BM4p \$200 / BMTP \$ 400	<b>\$11,400.00</b>
Trng Course Officiating \$100 / Rylty New Dev \$50	<b>\$4,500.00</b>
BioTransducer BTCW/BT Pro \$400	<b>\$10,400.00</b>
	<b><u>\$26,300.00</u></b>

Nov-23	Redacted Customer Names for Filing	BM4p \$200 /	Officiating \$100 /	BioTransducer
		BMT \$ 400	Ryly New Dev \$50	BTCW/BT Pro \$400
11/1/2023		\$200.00	\$150.00	\$400.00
11/1/2023		\$200.00	\$150.00	\$400.00
11/1/2023		\$400.00	\$150.00	\$400.00
11/2/2023		\$200.00	\$150.00	\$400.00
11/2/2023		\$400.00	\$150.00	\$400.00
11/2/2023		\$400.00	\$150.00	\$400.00
11/3/2023		\$400.00	\$150.00	\$400.00
11/3/2023		\$400.00	\$150.00	\$400.00
11/6/2023		\$200.00	\$150.00	
11/9/2023		\$400.00	\$150.00	\$400.00
11/9/2023		\$200.00	\$150.00	\$400.00
11/9/2023		\$200.00	\$150.00	\$400.00
11/9/2023			\$150.00	\$400.00
11/10/2023		\$400.00	\$150.00	\$400.00
11/10/2023		\$400.00	\$150.00	\$400.00
11/10/2023		\$200.00	\$150.00	\$400.00
11/10/2023		\$400.00	\$150.00	\$400.00
11/13/2023		\$200.00	\$150.00	\$400.00
11/13/2023		\$400.00	\$150.00	\$400.00
11/15/2023		\$200.00	\$150.00	
11/20/2023		\$400.00	\$150.00	\$400.00
11/20/2023		\$400.00	\$150.00	\$400.00
11/21/2023		\$400.00	\$150.00	\$400.00
11/21/2023		\$200.00	\$150.00	\$400.00
11/21/2023		\$400.00	\$150.00	\$400.00
11/21/2023		\$200.00	\$150.00	\$400.00
11/21/2023		\$400.00	\$150.00	\$400.00
11/21/2023		\$400.00	\$150.00	\$400.00
11/24/2023		\$200.00	\$150.00	\$400.00
11/24/2023		\$400.00	\$150.00	\$400.00
11/26/2023		\$400.00	\$150.00	\$400.00
11/26/2023		\$200.00	\$150.00	\$400.00
11/27/2023		\$400.00	\$150.00	\$400.00
11/27/2023		\$400.00	\$150.00	\$400.00
11/27/2023		\$200.00	\$150.00	
11/27/2023		\$200.00	\$150.00	\$400.00
11/28/2023		\$400.00	\$150.00	\$400.00
11/28/2023		\$200.00	\$150.00	\$400.00
11/28/2023		\$200.00	\$150.00	\$400.00
11/30/2023		\$400.00	\$150.00	\$400.00
11/29/2023		\$400.00	\$150.00	\$400.00
11/30/2023		\$400.00	\$150.00	\$400.00
11/30/2023		\$200.00	\$150.00	\$400.00
11/30/2023		\$400.00	\$150.00	\$400.00
		<b>\$13,600.00</b>	<b>\$6,600.00</b>	<b>\$16,400.00</b>

BM4p \$200 / BMT \$ 400	<b>\$13,600.00</b>
rng Course Officiating \$100 / Ryly New Dev \$5	<b>\$6,600.00</b>
BioTransducer BTCW/BT Pro \$400	<b>\$16,400.00</b>
	<b>\$36,600.00</b>

Dec-23	Name	BM4p \$200 / BMTP \$ 400	Trng Course Officiating \$100 / Ryly New Dev \$50	BioTransducer BTCW/BT Pro \$400
12/1/2023	Redacted Customer Names for Filing	\$200.00	\$150.00	\$400.00
12/1/2023		\$400.00	\$150.00	\$400.00
12/1/2023		\$400.00	\$150.00	\$400.00
12/4/2023		\$200.00	\$150.00	\$400.00
12/4/2023		\$400.00	\$150.00	\$400.00
12/4/2023		\$200.00	\$150.00	\$400.00
12/5/2023		\$200.00	\$150.00	\$400.00
12/6/2023		\$200.00	\$150.00	\$400.00
12/6/2023		\$400.00	\$150.00	\$400.00
12/6/2023		\$400.00	\$150.00	\$400.00
12/6/2023		\$400.00	\$150.00	\$400.00
12/7/2023		\$400.00	\$150.00	\$400.00
12/7/2023		\$400.00	\$150.00	\$400.00
12/7/2023		\$400.00	\$150.00	\$400.00
12/10/2023		\$400.00	\$150.00	\$400.00
12/11/2023		\$400.00	\$150.00	\$400.00
12/12/2023		\$400.00	\$150.00	\$400.00
12/13/2023		\$400.00	\$150.00	\$400.00
12/14/2023		\$200.00	\$150.00	\$400.00
12/15/2023		\$400.00	\$150.00	\$400.00
12/21/2023		\$200.00	\$150.00	\$400.00
12/21/2023		\$200.00	\$150.00	\$400.00
12/21/2023		\$200.00	\$150.00	\$400.00
12/29/2023		\$200.00	\$150.00	\$400.00
		<b>\$7,600.00</b>	<b>\$3,600.00</b>	<b>\$8,800.00</b>

BM4p \$200 / BMTP \$ 400	<b>\$7,600.00</b>
Trng Course Officiating \$100 / Ryly New Dev \$50	<b>\$3,600.00</b>
BioTransducer BTCW/BT Pro \$400	<b>\$8,800.00</b>
	<b>\$20,000.00</b>

Jan-22	Name	BM4p \$200 / BMTP \$ 400	Trng Course Officiating \$100 / Rylty New Dev \$50
1/5/2022	Redacted Customer Names for Filing	\$400.00	\$150.00
1/7/2022		\$200.00	\$150.00
1/21/2022		\$200.00	\$150.00
1/25/2022		\$200.00	\$150.00
1/12/2022		\$400.00	\$150.00
1/7/2022		\$400.00	\$150.00
1/31/2022		\$400.00	\$150.00
1/31/2022		\$400.00	\$150.00
1/25/2022		\$400.00	\$150.00
1/28/2022		\$200.00	\$150.00
1/12/2022		\$400.00	\$150.00
1/10/2022		\$200.00	\$150.00
1/31/2022		\$200.00	\$150.00
1/28/2022		\$400.00	\$150.00
1/10/2022		\$400.00	\$150.00
1/20/2022		\$400.00	\$150.00
		<b>\$5,200.00</b>	<b>\$2,400.00</b>

BM4p \$200 / BMTP \$ 400	<b>\$5,200.00</b>
Trng Course Officiating \$100 / Rylty New Dev \$50	<b>\$2,400.00</b>
BioTransducer BTCW/BT Pro \$400	<b>\$6,000.00</b>
	<b><u>\$13,600.00</u></b>

BioTransducer BTCW/BT Pro \$400	Feb-22	Name	BM4p \$200 / BMTP \$ 400	Trng Course Officiating \$100 / Rylty New Dev \$50
\$400.00	2/11/2022	Redacted Customer Names for Filing	\$200.00	\$150.00
\$400.00	2/10/2022		\$400.00	\$150.00
\$400.00	2/18/2022		\$200.00	\$150.00
\$400.00	2/28/2022		\$200.00	\$150.00
\$400.00	2/22/2022		\$400.00	\$150.00
\$400.00	2/2/2022		\$200.00	\$150.00
\$400.00	2/5/2022		\$400.00	\$150.00
\$400.00	2/14/2022		\$200.00	\$150.00
\$400.00	2/24/2022		\$400.00	\$150.00
	2/22/2022		\$200.00	\$150.00
\$400.00	2/23/2022		\$200.00	\$150.00
\$400.00	2/24/2022		\$400.00	\$150.00
\$400.00	2/23/2022		\$400.00	\$150.00
\$400.00	2/25/2022		\$200.00	\$150.00
\$400.00	2/7/2022		\$200.00	\$150.00
\$400.00	2/9/2022		\$400.00	\$150.00
<b>\$6,000.00</b>	2/3/2022		\$400.00	\$150.00
	2/9/2022		\$400.00	\$150.00
	2/11/2022		\$400.00	\$150.00
	2/28/2022		\$400.00	\$150.00
	2/25/2022		\$200.00	\$150.00
	2/15/2022		\$400.00	\$150.00
	2/2/2022		\$400.00	\$150.00
	2/28/2022		\$200.00	\$150.00
	2/18/2022		\$400.00	\$150.00
	2/2/2022		\$200.00	\$150.00
	2/28/2022		\$400.00	\$150.00
	2/18/2022		\$400.00	\$150.00
	2/8/2022		\$200.00	\$150.00
	2/9/2022		\$400.00	\$150.00
	2/22/2022		\$200.00	\$150.00
	2/8/2022		\$400.00	\$150.00
	2/22/2022		\$400.00	\$150.00
	2/3/2022		\$200.00	\$150.00
	2/7/2022		\$200.00	\$150.00
	2/17/2022		\$200.00	\$150.00
			<b>\$11,000.00</b>	<b>\$5,400.00</b>

BM4p \$200 / BMTP \$ 400	<b>\$11,000.00</b>
Trng Course Officiating \$100 / Rylty New Dev \$50	<b>\$5,400.00</b>
BioTransducer BTCW/BT Pro \$400	<b>\$12,400.00</b>
	<b>\$28,800.00</b>

BioTransducer BTCW/BT Pro \$400		Mar-22	Name	BM4p \$200 / BMTP \$ 400	Officiating \$100 / Rylty New Dev \$50
			Redacted Customer Names for Filing		
\$400.00		3/1/2022		\$200.00	\$150.00
		3/2/2022		\$400.00	\$150.00
\$400.00		3/2/2022		\$400.00	\$150.00
		3/2/2022		\$400.00	\$150.00
\$400.00		3/3/2022		\$400.00	\$150.00
\$400.00		3/3/2022		\$400.00	\$150.00
\$400.00		3/3/2022		\$200.00	\$150.00
\$400.00		3/3/2022		\$200.00	\$150.00
\$400.00		3/4/2022		\$400.00	\$150.00
\$400.00		3/4/2022		\$400.00	\$150.00
		3/4/2022		\$400.00	\$150.00
\$400.00		3/4/2022		\$400.00	\$150.00
\$400.00		3/4/2022		\$400.00	\$150.00
\$400.00		3/4/2022		\$400.00	\$150.00
\$400.00		3/4/2022		\$400.00	\$150.00
\$400.00		3/7/2022		\$200.00	\$150.00
\$400.00		3/7/2022		\$400.00	\$150.00
\$400.00		3/7/2022		\$400.00	\$150.00
\$400.00		3/8/2022		\$200.00	\$150.00
\$400.00		3/11/2022		\$400.00	\$150.00
\$400.00		3/11/2022		\$400.00	\$150.00
\$400.00		3/11/2022		\$400.00	\$150.00
\$400.00		3/11/2022		\$200.00	\$150.00
\$400.00		3/14/2022		\$400.00	\$150.00
		3/14/2022		\$400.00	\$150.00
\$400.00		3/14/2022		\$200.00	\$150.00
\$400.00		3/15/2022		\$400.00	\$150.00
\$400.00		3/16/2022		\$400.00	\$150.00
\$400.00		3/16/2022		\$400.00	\$150.00
\$400.00		3/17/2022		\$400.00	\$150.00
\$400.00		3/17/2022		\$200.00	\$150.00
\$400.00		3/18/2022		\$200.00	\$150.00
\$400.00		3/18/2022		\$200.00	\$150.00
\$400.00		3/18/2022		\$200.00	\$150.00
\$400.00		3/26/2022		\$400.00	\$150.00
<b>\$12,400.00</b>		3/26/2022		\$200.00	\$150.00
		3/28/2022		\$400.00	\$150.00
		3/30/2022		\$400.00	\$150.00
		3/29/2022		\$400.00	\$150.00
		3/28/2022		\$200.00	\$150.00
		3/31/2022		\$200.00	\$150.00

3/31/2022	Redacted Customer Names for Filing		
		\$400.00	\$150.00
		<b>\$14,400.00</b>	<b>\$6,450.00</b>
		BM4p \$200 / BMTP \$ 400	<b>\$14,400.00</b>
		Trng Course Officiating \$100 / Rylty New Dev \$50	<b>\$6,450.00</b>
		BioTransducer BTCW/BT Pro \$400	<b>\$14,800.00</b>
			<b>\$35,650.00</b>



[illegible]

\$400.00

**\$14,800.00**

Training Course		May-22	Name	BM4p \$200 / BMTP \$ 400
Officiating \$100 / Rylty New Dev \$50	BioTransducer BTCW/BT Pro \$400			
\$150.00	\$400.00	5/2/2022	Redacted Customer Names for Filing	\$200.00
\$150.00	\$400.00	5/5/2022		\$200.00
\$150.00		5/6/2022		\$200.00
\$150.00	\$400.00	5/9/2022		\$400.00
\$150.00	\$400.00	5/9/2022		\$400.00
\$150.00	\$400.00	5/9/2022		\$400.00
\$150.00		5/9/2022		\$200.00
\$150.00	\$400.00	5/9/2022		\$200.00
\$150.00	\$400.00	5/9/2022		\$200.00
\$150.00	\$400.00	5/9/2022		\$200.00
\$150.00	\$400.00	5/19/2022		\$400.00
\$150.00		5/23/2022		\$200.00
\$150.00	\$400.00	5/23/2022		\$400.00
\$150.00	\$400.00	5/23/2022		\$400.00
\$150.00	\$400.00	5/26/2022		\$400.00
\$150.00	\$400.00	5/26/2022		\$400.00
\$150.00	\$400.00	5/26/2022		\$200.00
\$150.00	\$400.00	5/26/2022		\$200.00
\$150.00	\$400.00	5/26/2022		\$400.00
\$150.00	\$400.00	5/26/2022		\$400.00
\$150.00	\$400.00	5/26/2022		\$200.00
\$150.00	\$400.00	5/26/2022		\$200.00
\$150.00	\$400.00	5/26/2022		\$400.00
\$150.00	\$400.00	5/31/2022		\$200.00
\$150.00	\$400.00			<b>\$7,000.00</b>
<b>\$3,900.00</b>	<b>\$8,400.00</b>			
<b>\$8,400.00</b>				
<b>\$3,900.00</b>				
<b>\$8,400.00</b>				
<b>\$20,700.00</b>				

BM4p \$200 / BMTP \$ 400  
 Training Course Officiating \$100 / Rylty New Dev \$50  
 BioTransducer BTCW/BT Pro \$400

Officiating \$100 / Rylty New Dev \$50	BioTransducer BTCW/BT Pro \$400	Jun-22	Name	BM4p \$200 / BMTP \$ 400
\$150.00		6/3/2022	Redacted Customer Names for Filing	\$400.00
\$150.00		6/3/2022		\$400.00
\$150.00		6/3/2022		\$400.00
\$150.00	\$400.00	6/3/2022		\$400.00
\$150.00	\$400.00	6/3/2022		\$400.00
\$150.00	\$400.00	6/10/2022		\$400.00
\$150.00	\$400.00	6/14/2022		\$200.00
\$150.00	\$400.00	6/15/2022		\$400.00
\$150.00	\$400.00	6/16/2022		\$400.00
\$150.00	\$400.00	6/16/2022		\$200.00
\$150.00	\$400.00	6/16/2022		\$400.00
\$150.00	\$400.00	6/16/2022		\$400.00
\$150.00	\$400.00	6/16/2022		\$400.00
\$150.00	\$400.00	6/17/2022		\$200.00
\$150.00	\$400.00	6/21/2022		\$400.00
\$150.00	\$400.00	6/21/2022		\$400.00
\$150.00	\$400.00	6/22/2022		\$400.00
\$150.00	\$400.00	6/22/2022		\$400.00
\$150.00	\$400.00	6/22/2022		\$400.00
\$150.00	\$400.00	6/22/2022		\$400.00
\$150.00	\$400.00	6/22/2022		\$200.00
\$150.00	\$400.00	6/22/2022		\$200.00
\$150.00	\$400.00	6/22/2022		\$200.00
\$150.00	\$400.00	6/22/2022		\$200.00
\$150.00	\$400.00	6/24/2022		\$400.00
<b>\$3,600.00</b>	<b>\$8,400.00</b>	6/24/2022		\$400.00
		6/24/2022		\$200.00
<b>\$7,000.00</b>		6/24/2022		\$400.00
<b>\$3,600.00</b>		6/24/2022		\$400.00
<b>\$8,400.00</b>		6/25/2022		\$400.00
<b>\$19,000.00</b>		6/25/2022		\$400.00
		6/25/2022		\$400.00
		6/27/2022		\$400.00
		6/27/2022		\$400.00
		6/27/2022		\$200.00
		6/27/2022		\$200.00
		6/28/2022		\$400.00
		6/28/2022		\$400.00
		6/28/2022		\$400.00
		6/28/2022		\$400.00
		6/28/2022		\$200.00
		6/28/2022		\$400.00
		6/29/2022		\$400.00

6/30/2022

Redacted Customer Names for Filing

\$400.00
<b>\$15,200.00</b>

BM4p \$200 / BMTP \$ 400  
rng Course Officiating \$100 / Rylty New Dev \$5  
BioTransducer BTCW/BT Pro \$400

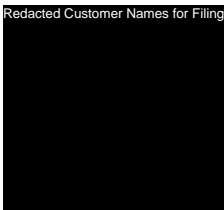
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\$150.00	\$400.00
<b>\$6,450.00</b>	<b>\$15,200.00</b>
<b>\$15,200.00</b>	
<b>\$6,450.00</b>	
<b>\$15,200.00</b>	
<b>\$36,850.00</b>	

Officiating \$100 / Rylty New Dev \$50	BioTransducer BTCW/BT Pro \$400	Aug-22	Name	BM4p \$200 / BMTP \$ 400
\$150.00	\$400.00	8/2/2022	Redacted Customer Names for Filing	\$400.00
\$150.00	\$400.00	8/4/2022		\$400.00
\$150.00	\$400.00	8/4/2022		\$400.00
\$150.00		8/5/2022		\$400.00
\$150.00		8/9/2022		\$400.00
\$150.00	\$400.00	8/10/2022		\$200.00
\$150.00	\$400.00	8/10/2022		\$200.00
\$150.00	\$400.00	8/11/2022		\$400.00
\$150.00	\$400.00	8/12/2022		\$400.00
\$150.00	\$400.00	8/12/2022		\$400.00
\$150.00	\$400.00	8/12/2022		\$400.00
\$150.00	\$400.00	8/15/2022		\$400.00
\$150.00	\$400.00	8/15/2022		\$400.00
\$150.00	\$400.00	8/15/2022		\$400.00
\$150.00	\$400.00	8/16/2022		\$400.00
\$150.00	\$400.00	8/19/2022		\$200.00
\$150.00	\$400.00	8/22/2022		\$200.00
\$150.00	\$400.00	8/22/2022		\$200.00
\$150.00		8/23/2022		\$400.00
\$150.00	\$400.00	8/23/2022		\$400.00
\$150.00	\$400.00	8/24/2022		\$400.00
\$150.00	\$400.00	8/24/2022		\$400.00
\$150.00	\$400.00	8/24/2022		\$400.00
<b>\$3,450.00</b>	<b>\$8,000.00</b>	8/25/2022		\$200.00
		8/25/2022		\$400.00
<b>\$7,600.00</b>		8/25/2022		\$400.00
<b>\$3,450.00</b>		8/26/2022		\$200.00
<b>\$8,000.00</b>		8/26/2022		\$400.00
<b>\$19,050.00</b>		8/29/2022		\$400.00
		8/29/2022		\$400.00
		8/30/2022		\$400.00
		8/30/2022		\$400.00
		8/30/2022		\$200.00
		8/30/2022		\$400.00
		8/31/2022		\$400.00
		8/31/2022		\$400.00
		8/31/2022		\$200.00
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\$150.00	\$400.00
\$150.00	\$400.00
\$150.00	\$400.00
\$150.00	\$400.00
<b>\$6,900.00</b>	<b>\$15,200.00</b>

<b>\$16,200.00</b>
<b>\$6,900.00</b>
<b>\$15,200.00</b>
<b>\$38,300.00</b>

50.00	100.00	400.00
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50.00	100.00	400.00
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(50.00)	(100.00)	#####
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<b>BM4p \$200 / BMTP \$ 400</b>	<b>Officiating \$100 / Rylty New Dev \$50</b>	<b>BioTransducer BTCW/BT Pro \$400</b>	<b>Oct-22</b>
\$400.00	\$150.00	\$400.00	10/1/2022
\$200.00	\$150.00	\$400.00	10/3/2022
\$400.00	\$150.00	\$400.00	10/3/2022
\$200.00	\$150.00		10/5/2022
\$200.00	\$150.00		10/5/2022
\$400.00	\$150.00	\$400.00	10/8/2022
\$400.00	\$150.00	\$400.00	10/10/2022
\$400.00	\$150.00	\$400.00	10/13/2022
\$400.00	\$150.00	\$400.00	10/14/2022
\$200.00	\$150.00	\$400.00	10/18/2022
\$400.00	\$150.00	\$400.00	10/19/2022
\$400.00	\$150.00	\$400.00	10/19/2022
\$400.00	\$150.00	\$400.00	10/20/2022
\$200.00	\$150.00	\$400.00	10/21/2022
\$400.00	\$150.00	\$400.00	10/21/2022
\$400.00	\$150.00	\$400.00	10/21/2022
\$200.00	\$150.00	\$400.00	10/26/2022
\$400.00	\$150.00	\$400.00	10/27/2022
\$200.00	\$150.00	\$400.00	10/27/2022
\$200.00	\$150.00	\$400.00	10/28/2022
\$200.00	\$150.00	\$400.00	10/28/2022
\$400.00	\$150.00	\$400.00	10/31/2022
<b>\$7,000.00</b>	<b>\$3,300.00</b>	<b>\$8,000.00</b>	10/31/2022
			10/31/2022

BMTP \$ 400	<b>\$7,000.00</b>
\$100 / Rylty New Dev \$5	<b>\$3,300.00</b>
BTCW/BT Pro \$400	<b>\$8,000.00</b>
	<b>\$18,300.00</b>



Name	Trng Course		
	BM4p \$200 / BMTP \$ 400	Officiating \$100 / Rylty New Dev \$50	BioTransducer BTCW/BT Pro \$400
Redacted Customer Names for Filing	\$400.00	\$150.00	\$400.00
	\$400.00	\$150.00	\$400.00
	\$400.00	\$150.00	\$400.00
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	\$200.00	\$150.00	
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	\$400.00	\$150.00	\$400.00
	\$200.00	\$150.00	
	\$400.00	\$150.00	\$400.00
	<b>\$8,400.00</b>	<b>\$3,600.00</b>	<b>\$8,000.00</b>

BM4p \$200 / BMTP \$ 400	<b>\$8,400.00</b>
Trng Course Officiating \$100 / Rylty New Dev \$50	<b>\$3,600.00</b>
BioTransducer BTCW/BT Pro \$400	<b>\$8,000.00</b>
	<b>\$20,000.00</b>

		Trng Course		
Nov-22	Name	BM4p \$200 / BMTP \$ 400	Officiating \$100 / Rylty New Dev \$50	BioTransducer BTCW/BT Pro \$400
11/1/2022	Redacted Customer Names for Filing	\$200.00	\$150.00	
11/2/2022		\$200.00	\$150.00	\$400.00
11/2/2022		\$400.00	\$150.00	\$400.00
11/4/2022		\$400.00	\$150.00	\$400.00
11/5/2022		\$400.00	\$150.00	\$400.00
11/7/2022		\$400.00	\$150.00	\$400.00
11/8/2022		\$400.00	\$150.00	\$400.00
11/9/2022		\$400.00	\$150.00	\$400.00
11/10/2022		\$400.00	\$150.00	\$400.00
11/10/2022		\$400.00	\$150.00	\$400.00
11/10/2022		\$400.00	\$150.00	\$400.00
11/10/2022		\$400.00	\$150.00	\$400.00
11/12/2022		\$400.00	\$150.00	\$400.00
11/12/2022		\$200.00	\$150.00	\$400.00
11/12/2022		\$400.00	\$150.00	\$400.00
11/12/2022		\$400.00	\$150.00	\$400.00
11/12/2022		\$400.00	\$150.00	\$400.00
11/12/2022		\$400.00	\$150.00	\$400.00
11/14/2022		\$400.00	\$150.00	\$400.00
11/15/2022		\$400.00	\$150.00	\$400.00
11/15/2022		\$200.00	\$150.00	\$400.00
11/16/2022		\$400.00	\$150.00	\$400.00
11/17/2022		\$200.00	\$150.00	\$400.00
11/21/2022	n	\$200.00	\$150.00	\$400.00
11/21/2022		\$200.00	\$150.00	\$400.00
11/29/2022		\$200.00	\$150.00	\$400.00
11/30/2022		\$200.00	\$150.00	\$400.00
		<b>\$9,000.00</b>	<b>\$4,050.00</b>	<b>\$10,000.00</b>

BM4p \$200 / BMTP \$ 400	<b>\$9,000.00</b>
Trng Course Officiating \$100 / Rylty New Dev \$50	<b>\$4,050.00</b>
BioTransducer BTCW/BT Pro \$400	<b>\$10,000.00</b>
	<b>\$23,050.00</b>

		BM4p \$200 /	BMP \$	Officiating \$100 /	BioTransducer
Dec-22	Name	400	Rylty New Dev \$50	BTCW/BT Pro \$400	
12/16/2022	Redacted Customer Names for Filing	\$200.00	\$150.00	\$400.00	
12/16/2022		\$400.00	\$150.00	\$400.00	
12/19/2022		\$400.00	\$150.00	\$400.00	
12/19/2022		\$400.00	\$150.00	\$400.00	
12/19/2022		\$400.00	\$150.00	\$400.00	
12/19/2022		\$400.00	\$150.00	\$400.00	
12/19/2022		\$400.00	\$150.00	\$400.00	
12/19/2022		\$400.00	\$150.00	\$400.00	
12/19/2022		\$200.00	\$150.00	\$400.00	
12/19/2022		\$400.00	\$150.00	\$400.00	
12/19/2022		\$400.00	\$150.00	\$400.00	
12/19/2022		\$400.00	\$150.00	\$400.00	
12/19/2022		\$400.00	\$150.00	\$400.00	
12/19/2022		\$400.00	\$150.00	\$400.00	
12/19/2022		\$400.00	\$150.00	\$400.00	
12/19/2022		\$400.00	\$150.00	\$400.00	
12/19/2022		\$400.00	\$150.00	\$400.00	
12/19/2022		\$400.00	\$150.00	\$400.00	
12/19/2022		\$400.00	\$150.00	\$400.00	
12/19/2022		\$400.00	\$150.00	\$400.00	
12/19/2022		\$400.00	\$150.00	\$400.00	
12/19/2022		\$400.00	\$150.00	\$400.00	
12/19/2022		\$400.00	\$150.00	\$400.00	
12/21/2022		\$400.00	\$150.00	\$400.00	
12/21/2022		\$400.00	\$150.00	\$400.00	
12/22/2022		\$200.00	\$150.00	\$400.00	
12/22/2022		\$400.00	\$150.00	\$400.00	
12/27/2022		\$200.00	\$150.00	\$400.00	
12/27/2022		\$400.00	\$150.00	\$400.00	
12/28/2022		\$400.00	\$150.00	\$400.00	
12/28/2022		\$400.00	\$150.00	\$400.00	
12/28/2022		\$400.00	\$150.00	\$400.00	
12/28/2022		\$400.00	\$150.00	\$400.00	
12/29/2022		\$400.00	\$150.00	\$400.00	
		\$13,200.00	\$5,250.00	\$14,000.00	

BM4p \$200 / BMTP \$ 400	<b>\$13,200.00</b>
Trng Course Officiating \$100 / Rlyty New Dev \$50	<b>\$5,250.00</b>
BioTransducer BTCW/BT Pro \$400	<b>\$14,000.00</b>
	<b>\$32,450.00</b>

# A - EXHIBIT 17

**From:** Scott Tennant <[stennant@senergy.us](mailto:stennant@senergy.us)>  
**Subject:** Termination of Royalty Agreement response  
**Date:** June 23, 2024 at 2:41:03 PM CDT  
**To:** Jerald L Tennant <[jltennant@mac.com](mailto:jltennant@mac.com)>

I am in receipt of your June 21 correspondence.

I personally am crushed, hurt, beyond comprehension. I will not be signing the proposed "Confidentiality, Unauthorized Disclosure and Non-disparagement Agreement" that you sent over. If there is litigation, it will be non-equitable and disruptive for me and catastrophic to you and the family.

Happy to facilitate a third-party mediation to resolve and engage a neutral third party to conduct an audit of our records, I am happy to agree to that and split the cost with you.

The Royalty Agreement (June 15, 2003) renewed on June 15, 2024, for a period of one additional year. I will take your communication to mean that you do not agree to further extensions thereafter. I previously delivered a proposed amendment to you in April 2016 but you declined to sign and return it to me. There are no amendments to the agreement executed by both parties. The June 15, 2003 Royalty Agreement gives me (as Grantee) the right to terminate upon 30 days' notice for material breach by you (as Grantor). It does not give you any termination rights. Nevertheless, be advised that you have been paid all royalties due under the Agreement plus additional payments beyond that. Please let me know or perhaps it would be better if we let our attorneys discuss how to best proceed with the audit, mediation, and/or communication. I hope we can work this out.

Scott

# A - EXHIBIT 18

**From:** Linda Taylor linda@senergy.us  
**Subject:** Fwd: Royalties 2020-2024  
**Date:** June 16, 2024 at 5:03 PM  
**To:** Jltennant@mac.com, Scott Tennant stennant@senergy.us

Scott said you didn't receive the attachments so am resending. There are 4 for your review.

Sent from my Verizon, Samsung Galaxy smartphone  
Get [Outlook for Android](#)

---

**From:** Linda Taylor  
**Sent:** Wednesday, June 12, 2024 2:17:04 PM  
**To:** Jltennant@mac.com <Jltennant@mac.com>  
**Cc:** Scott Tennant <stennant@senergy.us>; Jerry Gutierrez <jerry@senergy.us>  
**Subject:** Royalties 2020-2024

Please find attached spreadsheets with names, dates and amounts of royalties. In this audit I did discover a shortage on payment breaking down as follows:

<b>Total \$</b>	
<b>Owed</b>	
<b>2020</b>	\$35,700.00
<b>2021</b>	(\$31,550.00)
<b>2022</b>	\$13,750.00
<b>2023</b>	\$2,950.00
<b>2024</b>	\$0.00
<b>Owed</b>	<u><u>\$20,850.00</u></u>

The spreadsheets will verify these numbers. I am processing a payment today in the amount of \$20,850.00 to correct this shortage.

Please don't hesitate to reach out if you have any questions.

Have a blessed day.

Linda Taylor  
**Chief Financial Officer**

Get Well • Stay Well • Live Well®  
Senergy Medical Group®  
[9901 Valley Ranch Pkwy, East](#)  
[Suite 1009](#)  
[Irving, Texas 75063](#)  
Office Phone: [972.580.0545](#)  
Direct Phone: [214-379-1378](#)  
Direct Fax: [972.692.7240](#)  
E-Mail: [Linda@senergy.us](mailto:Linda@senergy.us)





GET WELL. BE WELL. LIVE WELL.®

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Dr Tennant Royalties 2020.xlsx



Dr Tennant Royalties 2021.xlsx

41 KB



Dr Tennant Royalties 2022.xlsx



Dr Tennant Royalties 2023.xlsx

40 KB






		Trng Course Officiating	BioTransducer								
2020	BM4p \$200 / BMTP \$ 400	\$100 / Rylty New Dev \$50	BTCW/BT Pro \$400	Totals	New Devices	BM4p	BMTP	BTCW	BT Pro II	Actual Paid \$	Money Owed \$
Jan	\$10,000.00	\$6,450.00	\$11,600.00	<b>\$28,050.00</b>	67	26	12	10	19	\$31,400.00	<b>-\$3,350.00</b>
Feb	\$12,400.00	\$7,500.00	\$17,200.00	<b>\$37,100.00</b>	85	22	20	13	30	\$53,250.00	<b>-\$16,150.00</b>
Mar	\$8,000.00	\$4,350.00	\$9,600.00	<b>\$21,950.00</b>	53	18	11	7	17	\$24,950.00	<b>-\$3,000.00</b>
Apr	\$5,000.00	\$3,000.00	\$6,000.00	<b>\$14,000.00</b>	32	9	8	3	12	\$0.00	<b>\$14,000.00</b>
May	\$3,000.00	\$1,350.00	\$2,800.00	<b>\$7,150.00</b>	16	3	6	2	5	\$11,350.00	<b>-\$4,200.00</b>
Jun	\$7,600.00	\$3,750.00	\$9,200.00	<b>\$20,550.00</b>	48	12	13	3	20	\$18,550.00	<b>\$2,000.00</b>
Jul	\$11,800.00	\$6,000.00	\$14,400.00	<b>\$32,200.00</b>	75	19	20	9	27	\$37,750.00	<b>-\$5,550.00</b>
Aug	\$12,600.00	\$6,450.00	\$16,800.00	<b>\$35,850.00</b>	85	23	20	5	37	\$27,250.00	<b>\$8,600.00</b>
Sep	\$9,000.00	\$4,950.00	\$11,200.00	<b>\$25,150.00</b>	60	19	13	3	25	\$23,100.00	<b>\$2,050.00</b>
Oct	\$8,400.00	\$4,200.00	\$10,000.00	<b>\$22,600.00</b>	53	14	14	3	22	\$21,750.00	<b>\$850.00</b>
Nov	\$7,200.00	\$4,200.00	\$10,400.00	<b>\$21,800.00</b>	54	20	8	16	10	\$0.00	<b>\$21,800.00</b>
Dec	\$6,800.00	\$3,450.00	\$8,400.00	<b>\$18,650.00</b>	44	12	11	4	17	\$0.00	<b>\$18,650.00</b>
<b>Totals</b>	<b>\$101,800.00</b>	<b>\$55,650.00</b>	<b>\$127,600.00</b>	<b>\$285,050.00</b>	<b>672</b>	<b>197</b>	<b>156</b>	<b>78</b>	<b>241</b>	<b>\$249,350.00</b>	<b>\$35,700.00</b>

<b>2021</b>	<b>BM4p \$200 / BMTP \$ 400</b>	<b>Trng Course Officiating \$100 / Rylty New Dev \$50</b>	<b>BioTransducer BTCW/BT Pro \$400</b>	<b>Totals</b>	<b>New Devices</b>	<b>BM4p</b>	<b>BMTP</b>	<b>BTCW</b>	<b>BT Pro II</b>	<b>Actual Paid \$</b>	<b>Money Owed \$</b>
<b>Jan</b>	\$5,600.00	\$2,850.00	\$6,400.00	<b>\$14,850.00</b>	35	10	9	1	15	\$12,500.00	<b>\$2,350.00</b>
<b>Feb</b>	\$3,200.00	\$1,500.00	\$3,600.00	<b>\$8,300.00</b>	19	4	6	0	9	\$24,950.00	<b>-\$16,650.00</b>
<b>Mar</b>	\$11,800.00	\$6,750.00	\$16,000.00	<b>\$34,550.00</b>	83	27	16	3	37	\$33,800.00	<b>\$750.00</b>
<b>Apr</b>	\$10,000.00	\$5,100.00	\$12,400.00	<b>\$27,500.00</b>	65	18	16	1	30	\$62,500.00	<b>-\$35,000.00</b>
<b>May</b>	\$12,200.00	\$6,150.00	\$14,400.00	<b>\$32,750.00</b>	76	19	21	2	34	\$22,350.00	<b>\$10,400.00</b>
<b>Jun</b>	\$11,400.00	\$5,100.00	\$13,200.00	<b>\$29,700.00</b>	67	11	23	3	30	\$34,350.00	<b>-\$4,650.00</b>
<b>Jul</b>	\$12,000.00	\$6,150.00	\$15,600.00	<b>\$33,750.00</b>	78	18	21	1	38	\$32,450.00	<b>\$1,300.00</b>
<b>Aug</b>	\$8,200.00	\$4,350.00	\$11,200.00	<b>\$23,750.00</b>	56	15	13	2	26	\$20,150.00	<b>\$3,600.00</b>
<b>Sep</b>	\$7,800.00	\$3,900.00	\$8,800.00	<b>\$20,500.00</b>	48	13	13	4	18	\$20,650.00	<b>-\$150.00</b>
<b>Oct</b>	\$32,600.00	\$13,200.00	\$35,200.00	<b>\$81,000.00</b>	179	19	72	7	81	\$51,050.00	<b>\$29,950.00</b>
<b>Nov</b>	\$11,800.00	\$4,950.00	\$12,800.00	<b>\$29,550.00</b>	66	9	25	1	31	\$53,900.00	<b>-\$24,350.00</b>
<b>Dec</b>	\$17,800.00	\$8,400.00	\$20,400.00	<b>\$46,600.00</b>	108	25	32	12	39	\$45,700.00	<b>\$900.00</b>
<b>Totals</b>	<b>\$144,400.00</b>	<b>\$68,400.00</b>	<b>\$170,000.00</b>	<b>\$382,800.00</b>	<b>880</b>	<b>188</b>	<b>267</b>	<b>37</b>	<b>388</b>	<b>\$414,350.00</b>	<b>-\$31,550.00</b>

<b>2022</b>	<b>BM4p \$200 / BMTP \$ 400</b>	<b>Trng Course Officiating \$100 / Rylyty New Dev \$50</b>	<b>BioTransducer BTCW/BT Pro \$400</b>	<b>Totals</b>	<b>New Devices</b>	<b>BM4p</b>	<b>BMTP</b>	<b>BTCW</b>	<b>BT Pro II</b>	<b>Actual Paid \$</b>	<b>Money Owed \$</b>
<b>Jan</b>	\$5,200.00	\$2,400.00	\$6,000.00	<b>\$13,600.00</b>	31	5	11	1	14	\$13,600.00	<b>\$0.00</b>
<b>Feb</b>	\$11,000.00	\$5,400.00	\$12,400.00	<b>\$28,800.00</b>	68	19	18	4	27	\$28,800.00	<b>\$0.00</b>
<b>Mar</b>	\$14,200.00	\$6,450.00	\$14,400.00	<b>\$35,050.00</b>	80	14	29	1	36	\$31,200.00	<b>\$3,850.00</b>
<b>Apr</b>	\$8,400.00	\$3,900.00	\$8,400.00	<b>\$20,700.00</b>	47	10	16	2	19	\$20,700.00	<b>\$0.00</b>
<b>May</b>	\$7,000.00	\$3,600.00	\$8,400.00	<b>\$19,000.00</b>	45	13	11	1	20	\$19,950.00	<b>-\$950.00</b>
<b>Jun</b>	\$14,800.00	\$6,450.00	\$14,800.00	<b>\$36,050.00</b>	81	10	33	0	38	\$36,850.00	<b>-\$800.00</b>
<b>Jul</b>	\$7,600.00	\$3,450.00	\$8,000.00	<b>\$19,050.00</b>	45	7	17	0	21	\$19,050.00	<b>\$0.00</b>
<b>Aug</b>	\$16,200.00	\$6,900.00	\$15,200.00	<b>\$38,300.00</b>	84	12	34	0	38	\$38,300.00	<b>\$0.00</b>
<b>Sep</b>	\$7,000.00	\$3,300.00	\$8,000.00	<b>\$18,300.00</b>	43	8	14	0	21	\$18,300.00	<b>\$0.00</b>
<b>Oct</b>	\$8,400.00	\$3,600.00	\$8,000.00	<b>\$20,000.00</b>	46	6	19	0	21	\$20,400.00	<b>-\$400.00</b>
<b>Nov</b>	\$9,000.00	\$4,050.00	\$10,000.00	<b>\$23,050.00</b>	51	9	18	0	24	\$23,050.00	<b>\$0.00</b>
<b>Dec</b>	\$13,200.00	\$5,250.00	\$14,000.00	<b>\$32,450.00</b>	70	4	31	0	35	\$20,400.00	<b>\$12,050.00</b>
<b>Totals</b>	<b>\$122,000.00</b>	<b>\$54,750.00</b>	<b>\$127,600.00</b>	<b>\$304,350.00</b>	<b>691</b>	<b>117</b>	<b>251</b>	<b>9</b>	<b>314</b>	<b>\$290,600.00</b>	<b>\$13,750.00</b>

2023	BM4p \$200 / BMTP \$ 400	Trng Course Officiating \$100 / Rylty New Dev \$50	BioTransducer BTCW/BT Pro \$400	Totals	New Devices	BM4p	BMTP	BTCW	BT Pro II	Actual Paid \$	Money Owed \$
Jan	\$8,400.00	\$3,750.00	\$9,200.00	\$21,350.00	47	7	18	0	22	\$19,800.00	\$1,550.00
Feb	\$12,200.00	\$6,000.00	\$10,000.00	\$28,200.00	65	19	21	0	25	\$28,200.00	\$0.00
Mar	\$9,400.00	\$4,050.00	\$9,200.00	\$22,650.00	50	7	20	0	23	\$22,650.00	\$0.00
Apr	\$8,600.00	\$4,050.00	\$8,400.00	\$21,050.00	48	11	16	0	21	\$19,150.00	\$1,900.00
May	\$15,000.00	\$7,200.00	\$17,600.00	\$39,800.00	88	19	28	0	41	\$40,000.00	-\$200.00
Jun	\$11,400.00	\$5,700.00	\$10,400.00	\$27,500.00	65	17	21	0	27	\$27,750.00	-\$250.00
Jul	\$8,600.00	\$3,750.00	\$10,000.00	\$22,350.00	50	7	18	0	25	\$23,150.00	-\$800.00
Aug	\$10,400.00	\$4,350.00	\$10,000.00	\$24,750.00	54	6	23	0	25	\$24,000.00	\$750.00
Sep	\$6,800.00	\$3,300.00	\$7,200.00	\$17,300.00	40	10	12	0	18	\$17,300.00	\$0.00
Oct	\$11,400.00	\$4,500.00	\$10,400.00	\$26,300.00	56	3	27	0	26	\$27,050.00	-\$750.00
Nov	\$13,600.00	\$6,600.00	\$16,400.00	\$36,600.00	84	19	24	4	37	\$36,600.00	\$0.00
Dec	\$7,600.00	\$3,600.00	\$8,800.00	\$20,000.00	46	10	14	3	19	\$19,250.00	\$750.00
Totals	\$123,400.00	\$56,850.00	\$127,600.00	\$307,850.00	693	135	242	7	309	\$304,900.00	\$2,950.00

# A - EXHIBIT 19

**From:** Jerald L Tennant jltennant@mac.com   
**Subject:** Fwd: SMG devices sold 1/1/2021-9/28/2022 by month  
**Date:** April 18, 2024 at 12:01 AM  
**To:** Jerry Tennant Mac jltennant@mac.com

---

**Jerry Tennant, MD., MD(H), PSc.D**  
jltennant@mac.com  
www.tennantinstitute.com

Begin forwarded message:

**From:** Jerald L Tennant <jltennant@mac.com>  
**Subject:** Fwd: SMG devices sold 1/1/2021-9/28/2022 by month  
**Date:** March 7, 2024 at 1:49:30 PM CST  
**To:** Jerry Tennant Mac <jltennant@mac.com>

**Jerry Tennant, MD., MD(H), PSc.D**  
jltennant@mac.com  
www.tennantinstitute.com

Begin forwarded message:

**From:** Tonya Fyke <tonya@dollarfacts.com>  
**Subject:** SMG devices sold 1/1/2021-9/28/2022 by month  
**Date:** September 28, 2022 at 6:07:56 PM CDT  
**To:** Jerry Tennant <jltennant@gmail.com>


As requested, here is a report of the devices sold from Jan 2021 to today, broken down by month.

Tonya Fyke  
(469) 323-3758  
Dollar Facts LLC  
[www.dollarfacts.com](http://www.dollarfacts.com)

Device sales 01012021-  
09282022.xlsx





**From:** Jerald L Tennant jltennant@mac.com   
**Subject:** Fwd: SMG devices sold 1/1/2021-9/28/2022 by month  
**Date:** March 7, 2024 at 1:49 PM  
**To:** Jerry Tennant Mac jltennant@mac.com

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**Jerry Tennant, MD., MD(H), PSc.D**  
[jltennant@mac.com](mailto:jltennant@mac.com)  
[www.tennantinstitute.com](http://www.tennantinstitute.com)

Begin forwarded message:

**From:** Tonya Fyke <[tonya@dollarfacts.com](mailto:tonya@dollarfacts.com)>  
**Subject:** SMG devices sold 1/1/2021-9/28/2022 by month  
**Date:** September 28, 2022 at 6:07:56 PM CDT  
**To:** Jerry Tennant <[jltennant@gmail.com](mailto:jltennant@gmail.com)>

As requested, here is a report of the devices sold from Jan 2021 to today, broken down by month.

Tonya Fyke  
(469) 323-3758  
Dollar Facts LLC  
[www.dollarfacts.com](http://www.dollarfacts.com)



**Device sales 01012021-  
09282022.xlsx**  
224 KB



**From:** Tonya Fyke [tonya@dollarfacts.com](mailto:tonya@dollarfacts.com)   
**Subject:** SMG devices sold 1/1/2021-9/28/2022 by month  
**Date:** September 28, 2022 at 6:08 PM  
**To:** Jerry Tennant [jltennant@gmail.com](mailto:jltennant@gmail.com)

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As requested, here is a report of the devices sold from Jan 2021 to today, broken down by month.

Tonya Fyke  
(469) 323-3758  
Dollar Facts LLC  
[www.dollarfacts.com](http://www.dollarfacts.com)

Device sales 01012021-  
09282022.xlsx



Senergy Medical Group Device Sales																								
September 28, 2022																								

# A - EXHIBIT 20

PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. <b>MARTEN GROUP INC</b> <b>9901 VALLEY RANCH PKWY E</b> <b>STE 1009</b> <b>IRVING, TX 75063</b>  <b>9725800545</b>		1 Rents \$ 2 Royalties \$ 350,900.00 3 Other income \$	OMB No. 1545-0115  <b>2021</b> Form 1099-MISC	<b>Miscellaneous Information</b>  <b>Copy B</b> <b>For Recipient</b>
PAYER'S TIN Redacted for Filing	RECIPIENT'S TIN Redacted for Filing	4 Federal income tax withheld \$ 5 Fishing boat proceeds \$ 6 Medical and health care payments \$	7 Payer made direct sales totaling \$5,000 or more of consumer products to recipient for resale <input type="checkbox"/> 8 Substitute payments in lieu of dividends or interest \$ 9 Crop insurance proceeds \$ 10 Gross proceeds paid to an attorney \$ 11 Fish purchased for resale \$ 12 Section 409A deferrals \$	
RECIPIENT'S name, street address, city or town, state or province, country, and ZIP or foreign postal code <b>TENNANT FAMILY LTD</b> <b>3009 EDGEWOOD</b> <b>COLLEYVILLE, TX 76034</b>		13 Excess golden parachute payments \$	14 Nonqualified deferred compensation \$	This is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
Account number (see instructions)	FATCA filing requirement <input type="checkbox"/>	15 State tax withheld \$ \$	16 State/Payer's state no.  	

Form **1099-MISC**  
 1099MISC\_20220118145126428\_697

(keep for your records)

Department of the Treasury - Internal Revenue Service

# A - EXHIBIT 21

Jerry Tennant as Grantor; 3009 Edgewood Lane; Colleyville, Texas 76034

**June 21, 2024**

Scott Tennant for himself personally and for Senergy, Senergy Wellness Group, etc. ("Senergy")

9901 Valley Ranch Pkwy E #1009; Irving, Texas 75063

**Re: Termination of Royalty Agreement and all Amendments**

Dear Scott Tennant, for himself personally and for Senergy Medical Group and/or Senergy Wellness Group:

This is to notify you that I have elected to terminate the "Royalty Agreement" contracts and all amendments with you. This includes but is not limited to the original agreement dated June 15, 2003, and subsequent agreements and offers dated October 1, 2012, March 15, 2016, and April 22, 2016. This license and distribution termination applies to Scott Tennant personally as well as for Senergy Medical Group and/or Senergy Wellness Group and any employee, contractor, or any reseller (like Biohealth Energy Systems Ltd) or affiliate (like Lisa Williams). Termination is effective immediately, as of June 21, 2024. Note that our contract and amendments allow for termination for any reason or no reason.

Grantor notes Scott Tennant / Senergy Medical Group and/or Senergy Wellness Group's failure to meet their contractual obligations.

**Audit:** In accordance with the terms of our agreement, you were required to provide detailed statements of sales monthly, which you have not done per the contract terms. You were also required to provide accurate record keeping so that the royalties due were accurate and transparent. A recent, comprehensive audit done by Jerry Tennant, utilizing several sources, has determined that Scott Tennant, Jerry Gutierrez, and Linda Taylor have committed fraud, intentional interference with business and contractual relations, breach of contract, unjust enrichment, and promissory estoppel.

This audit has come to the conclusion, for instance, that fraud has been committed at least since 2021. In that calendar year, the number of reported device sales for BM4p, BMTP, BTCW, and BT Pro devices were ALL underreported. For instance, recovered data shows that Senergy Medical Group and/or Senergy Wellness Group sold approximately 1300 devices but only reported 880 sales. In addition, regarding the BT Pro SKU data, year after year, it is clear from the manufacturing source that Senergy Medical Group and/or Senergy Wellness Group has underrepresented their sales, which lowers the amount of claimed royalties due.

Further, the audit likewise concluded that the royalty amounts were calculated using a proposed algorithm by Scott Tennant, never agreed to or signed by the Grantor. Grantor did not fully comprehend that Senergy Medical Group and/or Senergy Wellness Group was using this formula

until Q1'24, after Jerald Tennant repeatedly asked Senergy Medical Group and/or Senergy Wellness Group and Scott Tennant for sales numbers by SKU, including royalty calculations. It is Grantor's prerogative to set the licensing rates and fees, but Scott Tennant + Senergy Medical Group and/or Senergy Wellness Group took it upon themselves to pay using a non-approved algorithm, while hiding the fact that they were using that methodology. That said, even using the formulas proposed by Scott Tennant, the audit concluded that the amounts owed (on the underreported volume) were incorrectly calculated – and when Senergy Medical Group and/or Senergy Wellness Group was asked to re-audit the (2021-current numbers) in 1H'24, the errors were not corrected. For illustration, Senergy Medical Group and/or Senergy Wellness Group's final 're-audit' in early June 2024 claimed to have paid Grantor \$414,350 in 2021, when in fact the IRS Form 1099 shows an actual payment of \$350,900.

Finally, both versions of the 2016 contractual amendments required Senergy Medical Group and/or Senergy Wellness Group to adjust royalties paid against the MSRP—which never happened. Here are the known price changes on the relevant SKUs:

	Adjustments Agreed to:	Price Change:			Price Change:		Price Change:	
		Starting Retail:	Nov-18	% Change	Jun-23	% Change	Mar-24	% Change
3	BM4p (Biomodulator)	\$2,250	\$2,750	22.2%	\$3,250	44.4%	\$2,999	33.3%
3	BMTP (Biomodulator Pro)	\$5,000	\$5,000	0.0%	\$6,000	20.0%	\$7,650	53.0%
1	BTCW (CrystalWave)	\$3,000	\$3,000	0.0%	\$3,850	28.3%	\$3,500	16.7%
2	BT Pro (Transducer Pro)	--	\$4,000		\$4,850	21.3%	\$5,500	37.5%

Grantor provided Scott Tennant and Senergy Medical Group and/or Senergy Wellness Group every opportunity to remedy their accounting and fraud, but instead Scott Tennant and Senergy Medical Group and/or Senergy Wellness Group have conspired to continue their ruse.

Just for the 3 calendar years 2021-2023, Senergy Medical Group and/or Senergy Wellness Group and Scott Tennant personally owe Grantor an estimated \$2,434,672, and that is without calculating the royalties owed for non Biomodulators and Transducers products sold. The amount owed to Grantor since 2016 through May 2024 appears to be well north of \$5M.

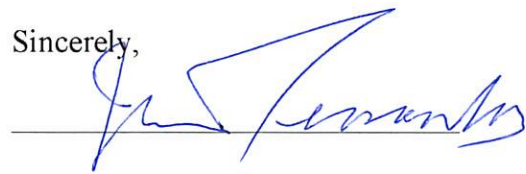
**Cease Purchase and Name Use:** With this immediate notice of termination, you can no longer purchase or manufacture any device or product included within the scope of the contract and amendments; identify yourself as an authorized representative of Grantor verbally, on your website, in collateral, or otherwise; and any I.P. or branding license heretofore granted is likewise terminated.

Finally, you may no longer use, in any shape or form, Grantor's name, image and/or likeness.

**30-day Notice of Sales Termination:** In accordance with the terms and provisions of the contract, you have 30 days notice at which time you may no longer sell any device or product included within the scope of the contract and amendments.

You may contact me at the above address if you have any questions. My e-mail address is jltennant@mac.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jerry Tennant", is written over a horizontal line.

Jerry Tennant as Grantor



# A - EXHIBIT 22

Dr. Jerald L. Tennant; 9901 Valley Ranch Pkwy E #2000; Irving, Texas 75063

**June 21, 2024**

Avazzia, Attn: **Tammy Lahutsky**

13140 Coit Rd., Suite 515

Dallas TX 75240 (214) 575-2820

**RE:** Cease & Desist

Dear Avazzia:

As of June 21, 2024, Scott Tennant, Senergy Medical Group, Senergy Wellness Group, and anyone associated with Senergy or Scott Tennant are **no longer licensed** to manufacture, market or sell devices utilizing my name or I.P., including the Tennant Biomodulator(r) Plus, the Tennant Biomodulator(r) Pro, and/or the Tennant Biotransducer(r) Crystal Wave. My agreement with them has been terminated.

This is a formal demand that you cease and desist selling said devices to Scott Tennant, Senergy Medical Group/Senergy Wellness Group, and/or their representatives immediately.

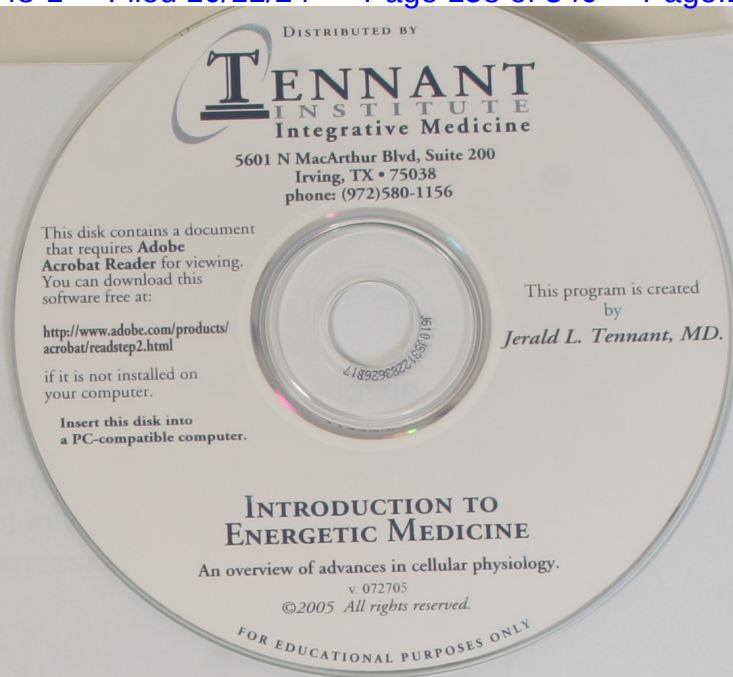
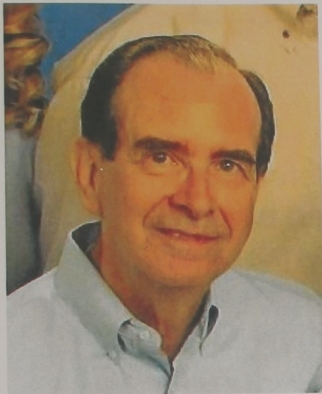
I have alternative plans to sell said devices, and will reach out to you soon with an order.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerald L. Tennant, MD". The signature is fluid and cursive, with a large, sweeping initial "J".

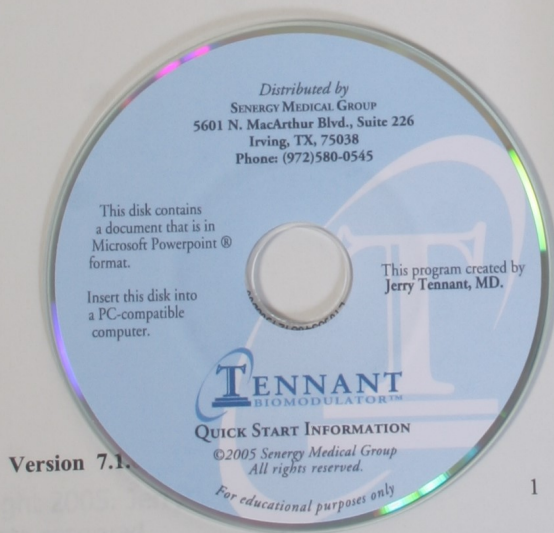
Dr. Jerald L. Tennant

# A - EXHIBIT 23



# Energetic Medicine Introduction

*Jerry Tennant, M.D.*




Version 7.1.

1



# A - EXHIBIT 24

**From:** Scott Tennant stennant@senergy.us   
**Subject:** 2021 NOV Report 11-15-21.xlsx  
**Date:** December 27, 2021 at 1:49 PM  
**To:** Jerald L Tennant jltennant@mac.com



This is a report for November 2021. \$17,300 was sent in early December and the final amount \$21,800 was bank wired today 12/27/2021.

Thanks

Scott

2021 NOV Report 11-15-21.pdf



## November 2021 device sales - paid in December

Date	Name	Rep	Num	Type	Item	BT IP 200 & PRO 400	Royalty 50	Train mgt 100	Biotransducer 400
11/05/2021	Redacted Customer Names for Filing	SMG	20223	Invoice	Plus BM & BT Pro II	200	\$50.00	\$100.00	400
11/29/2021		SMG	20326	Invoice	Pro 2.1 & BT Pro II	200	\$50.00	\$100.00	400
11/01/2021		MoorB	20212	Invoice	Pro 2.1 & BT Pro II	400	\$50.00	\$100.00	400
11/10/2021		SMG	20270	Credit Memo	Plus BM & BT Pro II	(200)	(\$50.00)	(\$100.00)	-400
11/10/2021		SMG	89234	Sales Receipt	Plus BM & BTCW	200	\$50.00	\$100.00	400
11/09/2021		SMG	20266	Invoice	BT Pro II	x	x	x	400
11/25/2021		SMG	20322	Invoice	Plus BM	200	\$50.00	\$100.00	x
11/29/2021		MoorB	20328	Invoice	Pro 2.1 & BT Pro II	400	\$50.00	\$100.00	400
11/16/2021		SMG	20297	Invoice	Pro 2.1 & BT Pro II	400	\$50.00	\$100.00	400
11/21/2021		FaldA	89311	Sales Receipt	Pro 2.1 & BT Pro II	400	\$50.00	\$100.00	400
11/12/2021		SMG	20283	Invoice	Pro 2.1 & BT Pro II	400	\$50.00	\$100.00	400
11/29/2021		SMG	89343	Sales Receipt	Plus BM	200	\$50.00	\$100.00	x
11/04/2021		SMG	20221	Invoice	Plus BM & BT Pro II	200	\$50.00	\$100.00	400
11/14/2021		SMG	20285	Invoice	Pro 2.1 & BT Pro II	400	\$50.00	\$100.00	400
11/24/2021		SMG	20321	Invoice	Pro 2.1 & BT Pro II	400	\$50.00	\$100.00	400
11/08/2021		SMG	20242	Invoice	Pro 2.1 & BT Pro II	400	\$50.00	\$100.00	400
11/01/2021			20215	Invoice	Pro 2.1 & BT Pro II	400	\$50.00	\$100.00	400
11/02/2021		MarsA	89166	Sales Receipt	Plus BM & BT Pro II	200	\$50.00	\$100.00	400
11/29/2021		SMG	20323	Invoice	Pro 2.1 & BT Pro II	400	\$50.00	\$100.00	400
11/15/2021		MoorB	20294	Invoice	Plus BM & BT Pro II	200	\$50.00	\$100.00	400
11/15/2021		SMG	20287	Invoice	Pro 2.1 & BT Pro II	400	\$50.00	\$100.00	400
11/10/2021		SMG	20273	Invoice	Plus BM & BT Pro II	200	\$50.00	\$100.00	400
11/12/2021		SMG	20284	Invoice	Plus BM	200	\$50.00	\$100.00	x
11/29/2021		MumaK	89344	Sales Receipt	Plus BM & BT Pro II	200	\$50.00	\$100.00	400
11/29/2021		SMG	89349	Sales Receipt	Plus BM & BT Pro II	200	\$50.00	\$100.00	400
11/09/2021		SMG	89220	Sales Receipt	Pro 2.1 & BT Pro II	400	\$50.00	\$100.00	400
11/29/2021		SMG	89346	Sales Receipt	Pro 2.1 & BT Pro II	400	\$50.00	\$100.00	400
11/02/2021		SMG	89168	Sales Receipt	Pro 2.1 & BT Pro II	400	\$50.00	\$100.00	400
11/22/2021		MediJ	20314	Invoice	Pro 2.1 & BT Pro II	400	\$50.00	\$100.00	400
11/05/2021		SMG	20229	Invoice	Pro 2.1 & BT Pro II	400	\$50.00	\$100.00	400
11/29/2021		SMG	89341	Sales Receipt	Pro 2.1 & BT Pro II	400	\$50.00	\$100.00	400
11/21/2021		SMG	89314	Sales Receipt	Pro 2.1 & BT Pro II	400	\$50.00	\$100.00	400

11/02/2021	Redacted Customer Names for Filing	SMG	20213	Invoice	Pro 2.1 & BT Pro II	400	\$50.00	\$100.00		400
11/05/2021		SMG	89193	Sales Receipt	BT Pro II	x	\$50.00	\$100.00		400
11/16/2021		SMG	20300	Invoice	Pro 2.1 & BT Pro II	400	\$50.00	\$100.00		400
11/23/2021		VandL	26312	Invoice	Plus BM	200	\$50.00	\$100.00	x	
11/23/2021		VandL	26312	Invoice	BT Pro II	x	x	x		400
11/11/2021		SMG	20274	Invoice	Pro 2.1 & BT Pro II	400	\$50.00	\$100.00		400
11/08/2021		SMG	89210	Sales Receipt	Plus BM	200	\$50.00	\$100.00	x	
11/17/2021		SMG	89290	Sales Receipt	Pro 2.1 & BT Pro II	400	\$50.00	\$100.00		400
11/08/2021		SMG	89207	Sales Receipt	Pro 2.1 & BT Pro II	400	\$50.00	\$100.00		400
11/24/2021		MoorB	20318	Invoice	Plus BM	200	\$50.00	\$100.00	x	
11/24/2021		SMG	89330	Sales Receipt	Pro 2.1 & BT Pro II	400	\$50.00	\$100.00		400
11/16/2021		SMG	89282	Sales Receipt	BT Pro II	x	x	x		400
11/03/2021		SMG	20218	Invoice	Pro 2.1 & BT Pro II	Senergy	SMG	SMG	SMG	
11/15/2021		SMG	89272	Sales Receipt	BT Pro II	x	x	x		400
11/09/2021		MayeA	89225	Sales Receipt	Pro 2.1 & BT Pro II	400	\$50.00	\$100.00		400
11/05/2021		SMG	20230	Invoice	Pro 2.1 & BT Pro II	400	\$50.00	\$100.00		400
11/09/2021		SMG	20264	Invoice	Pro 2.1 & BT Pro II	400	\$50.00	\$100.00		400
11/03/2021		SMG	20217	Invoice	Pro 2.1	TIIM	TIIM	TIIM	x	
11/16/2021		MoorB	26303	Sales Receipt	Plus BM	200	\$50.00	\$100.00	x	
11/10/2021		SMG	20272	Invoice	Pro 2.1 & BT Pro II	400	\$50.00	\$100.00	\$	400.00
11/30/2021		SMG	89364	Sales Receipt	Pro 2.1 & BT Pro II	400	\$50.00	\$100.00	\$	400.00
11/308/2021		SMG	20340	Invoice	Pro 2.1 & BT Pro II	400	\$50.00	\$100.00	\$	400.00
						15000	\$2,300.00	\$4,600.00		17200

Total	39,100.00
prepaid in Dec \$	17,300.00
paid 12/27/2021	21,800.00



returned

# A - EXHIBIT 25

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**From:** TMOOfficialNotices@USPTO.GOV  
**Sent:** Friday, June 29, 2018 11:01 PM  
**To:** XXXX  
**Cc:** XXXX  
**Subject:** Official USPTO Notice of Acceptance/Acknowledgement Sections 8 and 15: U.S. Trademark RN 4334430: HEALING IS VOLTAGE

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**U.S. Serial Number:** 85731084  
**U.S. Registration Number:** 4334430  
**U.S. Registration Date:** May 14, 2013  
**Mark:** HEALING IS VOLTAGE  
**Owner:** Tennant Family, Ltd.

Jun 29, 2018

### NOTICE OF ACCEPTANCE UNDER SECTION 8

The declaration of use or excusable nonuse filed for the above-identified registration meets the requirements of Section 8 of the Trademark Act, 15 U.S.C. §1058. **The Section 8 declaration is accepted.**

### NOTICE OF ACKNOWLEDGEMENT UNDER SECTION 15

The declaration of incontestability filed for the above-identified registration meets the requirements of Section 15 of the Trademark Act, 15 U.S.C. §1065. **The Section 15 declaration is acknowledged.**

**The registration will remain in force for the class(es) listed below, unless canceled by an order of the Commissioner for Trademarks or a Federal Court, as long as the requirements for maintaining the registration are fulfilled as they become due.**

**Class(es):**  
016

TRADEMARK SPECIALIST  
POST-REGISTRATION DIVISION  
571-272-9500

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### REQUIREMENTS FOR MAINTAINING REGISTRATION

**WARNING: Your registration will be canceled if you do not file the documents below during the specified statutory time periods.**

#### Requirements in the First Ten Years

**What and When to File:** You must file a declaration of use (or excusable nonuse) **and** an application for renewal between the 9th and 10th years after the registration date. See 15 U.S.C. §§1058, 1059.

#### Requirements in Successive Ten-Year Periods

**What and When to File:** You must file a declaration of use (or excusable nonuse) **and** an application for renewal between every 9th and 10th-year period, calculated from the registration date. See 15 U.S.C. §§1058, 1059.

#### Grace Period Filings

The above documents will be considered as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**\*\*\*THE USPTO IS NOT REQUIRED TO SEND ANY FURTHER NOTICE OR REMINDER OF THESE REQUIREMENTS. THE OWNER SHOULD CONTACT THE USPTO ONE YEAR BEFORE THE EXPIRATION OF THE TIME PERIODS SHOWN ABOVE TO DETERMINE APPROPRIATE REQUIREMENTS AND FEES.\*\*\***

To check the status of this registration, go to [https://tsdr.uspto.gov/#caseNumber=85731084&caseSearchType=US\\_APPLICATION&caseType=DEFAULT&searchType=statusSearch](https://tsdr.uspto.gov/#caseNumber=85731084&caseSearchType=US_APPLICATION&caseType=DEFAULT&searchType=statusSearch) or contact the Trademark Assistance Center at 1-800-786-9199.

To view this notice and other documents for this registration on-line, go to [https://tsdr.uspto.gov/#caseNumber=85731084&caseSearchType=US\\_APPLICATION&caseType=DEFAULT&searchType=documentSearch](https://tsdr.uspto.gov/#caseNumber=85731084&caseSearchType=US_APPLICATION&caseType=DEFAULT&searchType=documentSearch) NOTE: This notice will only be available on-line the next business day after receipt of this e-mail.

\* **For further information, including information on filing and maintenance requirements for U.S. trademark applications and registrations and required fees, please consult the USPTO website at <https://www.uspto.gov/trademark/> or contact the Trademark Assistance Center at 1-800-786-9199.**

APP 00156

# A - EXHIBIT 26

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**From:** TMOOfficialNotices@USPTO.GOV  
**Sent:** Monday, September 10, 2018 11:01 PM  
**To:** XXXX  
**Cc:** XXXX; XXXX; XXXX  
**Subject:** Official USPTO Notice of Acceptance/Acknowledgement Sections 8 and 15: U.S. Trademark RN 4382782: TENNANT BIOTRANSDUCER: Docket/Reference No. 21024.4

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**U.S. Serial Number:** 85731087  
**U.S. Registration Number:** 4382782  
**U.S. Registration Date:** Aug 13, 2013  
**Mark:** TENNANT BIOTRANSDUCER  
**Owner:** Tennant Family, Ltd.

Sep 10, 2018

### NOTICE OF ACCEPTANCE UNDER SECTION 8

The declaration of use or excusable nonuse filed for the above-identified registration meets the requirements of Section 8 of the Trademark Act, 15 U.S.C. §1058. **The Section 8 declaration is accepted.**

### NOTICE OF ACKNOWLEDGEMENT UNDER SECTION 15

The declaration of incontestability filed for the above-identified registration meets the requirements of Section 15 of the Trademark Act, 15 U.S.C. §1065. **The Section 15 declaration is acknowledged.**

**The registration will remain in force for the class(es) listed below, unless canceled by an order of the Commissioner for Trademarks or a Federal Court, as long as the requirements for maintaining the registration are fulfilled as they become due.**

**Class(es):**  
010

TRADEMARK SPECIALIST  
POST-REGISTRATION DIVISION  
571-272-9500

---

### REQUIREMENTS FOR MAINTAINING REGISTRATION

**WARNING: Your registration will be canceled if you do not file the documents below during the specified statutory time periods.**

#### Requirements in the First Ten Years

**What and When to File:** You must file a declaration of use (or excusable nonuse) **and** an application for renewal between the 9th and 10th years after the registration date. See 15 U.S.C. §§1058, 1059.

#### Requirements in Successive Ten-Year Periods

**What and When to File:** You must file a declaration of use (or excusable nonuse) **and** an application for renewal between every 9th and 10th-year period, calculated from the registration date. See 15 U.S.C. §§1058, 1059.

#### Grace Period Filings

The above documents will be considered as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**\*\*\*THE USPTO IS NOT REQUIRED TO SEND ANY FURTHER NOTICE OR REMINDER OF THESE REQUIREMENTS. THE OWNER SHOULD CONTACT THE USPTO ONE YEAR BEFORE THE EXPIRATION OF THE TIME PERIODS SHOWN ABOVE TO DETERMINE APPROPRIATE REQUIREMENTS AND FEES.\*\*\***

To check the status of this registration, go to [https://tsdr.uspto.gov/#caseNumber=85731087&caseSearchType=US\\_APPLICATION&caseType=DEFAULT&searchType=statusSearch](https://tsdr.uspto.gov/#caseNumber=85731087&caseSearchType=US_APPLICATION&caseType=DEFAULT&searchType=statusSearch) or contact the Trademark Assistance Center at 1-800-786-9199.

To view this notice and other documents for this registration on-line, go to [https://tsdr.uspto.gov/#caseNumber=85731087&caseSearchType=US\\_APPLICATION&caseType=DEFAULT&searchType=documentSearch](https://tsdr.uspto.gov/#caseNumber=85731087&caseSearchType=US_APPLICATION&caseType=DEFAULT&searchType=documentSearch) NOTE: This notice will only be available on-line the next business day after receipt of this e-mail.

\* For further information, including information on filing and maintenance requirements for U.S. trademark applications and registrations and required fees, please consult the USPTO website at <https://www.uspto.gov/trademark/> or contact the Trademark Assistance Center at 1-800-786-9199.

APP 00158

# A - EXHIBIT 27

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**From:** TMOOfficialNotices@USPTO.GOV  
**Sent:** Saturday, May 7, 2022 11:03 PM  
**To:** XXXX  
**Cc:** XXXX; XXXX  
**Subject:** Official USPTO Notice of Acceptance/Acknowledgement Sections 8 and 15: U.S. Trademark RN 4878439: HEALING IS VOLTAGE: Docket/Reference No. 21024.7

---

**U.S. Serial Number:** 86424790  
**U.S. Registration Number:** 4878439  
**U.S. Registration Date:** Dec 29, 2015  
**Mark:** HEALING IS VOLTAGE  
**Owner:** Tennant Family, Ltd.

May 6, 2022

### NOTICE OF ACCEPTANCE UNDER SECTION 8

The declaration of use or excusable nonuse filed for the above-identified registration meets the requirements of Section 8 of the Trademark Act, 15 U.S.C. §1058. **The Section 8 declaration is accepted.**

### NOTICE OF ACKNOWLEDGEMENT UNDER SECTION 15

The declaration of incontestability filed for the above-identified registration meets the requirements of Section 15 of the Trademark Act, 15 U.S.C. §1065. **The Section 15 declaration is acknowledged.**

**The registration will remain in force for the class(es) listed below, unless canceled by an order of the Commissioner for Trademarks or a Federal Court, as long as the requirements for maintaining the registration are fulfilled as they become due.**

**Class(es):**  
041

TRADEMARK SPECIALIST  
POST-REGISTRATION DIVISION  
571-272-9500

---

### REQUIREMENTS FOR MAINTAINING REGISTRATION

**WARNING: Your registration will be canceled if you do not file the documents below during the specified statutory time periods.**

#### Requirements in the First Ten Years

**What and When to File:** You must file a declaration of use (or excusable nonuse) **and** an application for renewal between the 9th and 10th years after the registration date. See 15 U.S.C. §§1058, 1059.

#### Requirements in Successive Ten-Year Periods

**What and When to File:** You must file a declaration of use (or excusable nonuse) **and** an application for renewal between every 9th and 10th-year period, calculated from the registration date. See 15 U.S.C. §§1058, 1059.

#### Grace Period Filings

The above documents will be considered as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**\*\*\*THE USPTO IS NOT REQUIRED TO SEND ANY FURTHER NOTICE OR REMINDER OF THESE REQUIREMENTS. THE OWNER SHOULD CONTACT THE USPTO ONE YEAR BEFORE THE EXPIRATION OF THE TIME PERIODS SHOWN ABOVE TO DETERMINE APPROPRIATE REQUIREMENTS AND FEES.\*\*\***

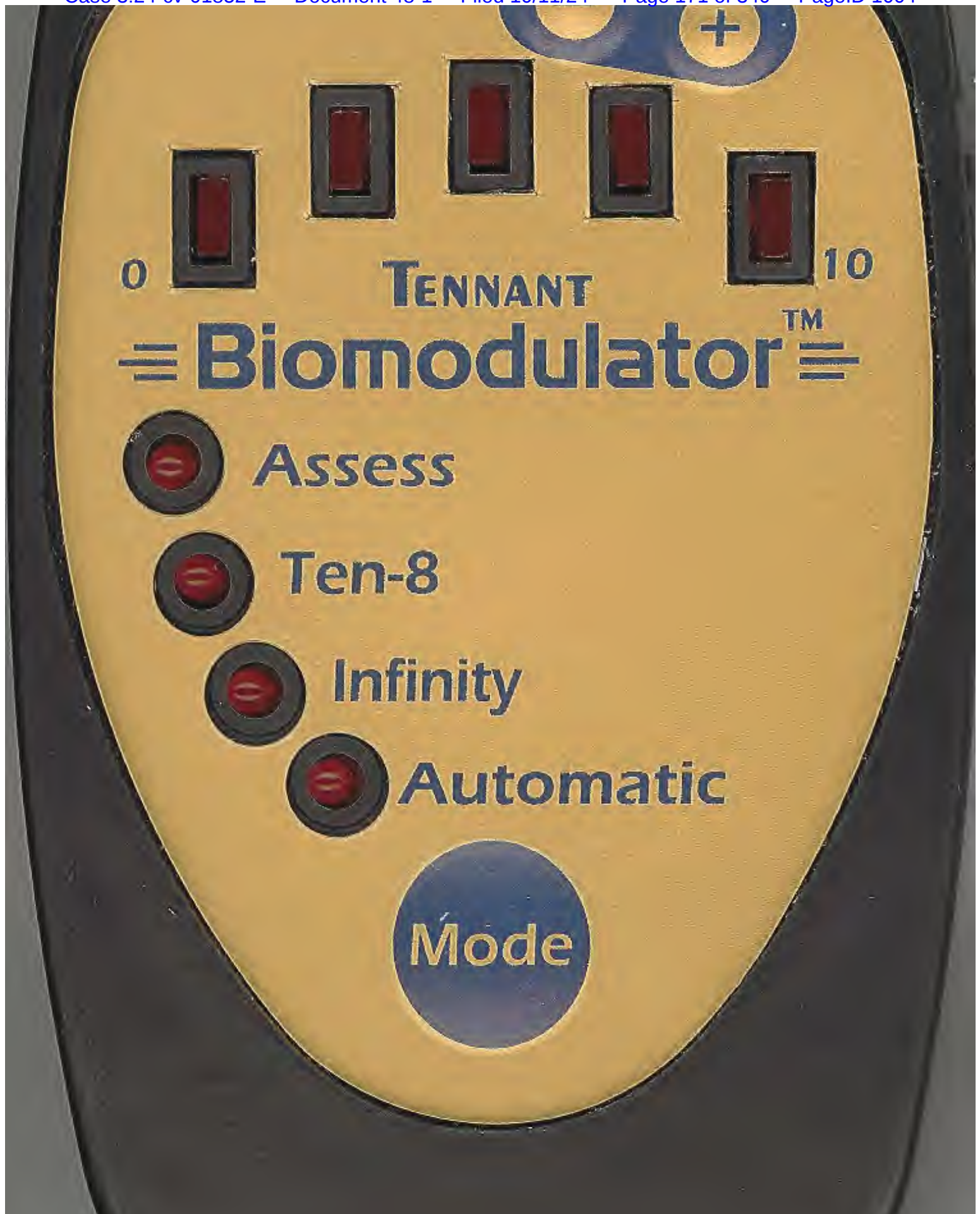
To check the status of this registration, go to [https://tsdr.uspto.gov/#caseNumber=86424790&caseSearchType=US\\_APPLICATION&caseType=DEFAULT&searchType=statusSearch](https://tsdr.uspto.gov/#caseNumber=86424790&caseSearchType=US_APPLICATION&caseType=DEFAULT&searchType=statusSearch) or contact the Trademark Assistance Center at 1-800-786-9199.

To view this notice and other documents for this registration on-line, go to [https://tsdr.uspto.gov/#caseNumber=86424790&caseSearchType=US\\_APPLICATION&caseType=DEFAULT&searchType=documentSearch](https://tsdr.uspto.gov/#caseNumber=86424790&caseSearchType=US_APPLICATION&caseType=DEFAULT&searchType=documentSearch) NOTE: This notice will only be available on-line the next business day after receipt of this e-mail.

\* **For further information, including information on filing and maintenance requirements for U.S. trademark applications and registrations and required fees, please consult the USPTO website at <https://www.uspto.gov/trademark/> or contact the Trademark Assistance Center at 1-800-786-9199.**

# A - EXHIBIT 28







# A - EXHIBIT 29




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We are located in Las Colinas near the Dallas/Fort Worth airport.

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Dr. Jerry Tennant has developed a new system of treating chronic disease incorporating concepts from freshman medical school physiology and oriental medicine. Please excuse us, our site is under construction.

Jerry Tennant, M.D.  
Founder And Director



If you are suffering from any chronic disease and haven't found a way to get better, we can likely help. Most of our patients are those who have been sick for years and aren't getting better. We offer an alternative because we believe the body can heal if you give it enough voltage and raw materials to make new cells. Most healing doesn't occur because you use pharmaceuticals to make old cells work better but because you make new cells. We replace the rods and cones in our retina every 48 hours, our skin every six weeks, our liver every eight weeks, and our nervous system every eight months. If you give the body good building materials and enough voltage to use them, you can build a "new you." We can help you know how to accomplish this to get well.

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# EXHIBIT B

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

MARTEN GROUP, INC. d/b/a  
SENERGY MEDICAL GROUP and  
SCOTT TENNANT,

Plaintiffs,

v.

JERALD TENNANT, MD, JOHN  
TENNANT, TERESA JESSEN  
TENNANT, JARED TENNANT,  
TENNANT DEVICES AND  
ACCESSORIES, LLC, and  
CURADOR, LLC,

Defendants.

Case No. 3:24-cv-01852

**JURY TRIAL DEMANDED**

**DECLARATION OF TYLER L. FARMER IN SUPPORT OF DEFENDANTS’  
MOTION FOR PRELIMINARY INJUNCTION**

I, Tyler L. Farmer, hereby declare as follows:

1. I am one of the attorneys for Defendants in this matter. I am over age 18 and am competent to be a witness. I am making this declaration based on facts within my own personal knowledge.

2. Attached as **Exhibit B-1** is a true and correct copy of a website printout from <https://store.senergy.us/products/tennant-emerald-package> (last accessed on Aug. 28, 2024).

3. Attached as **Exhibit B-2** is a true and correct copy of a website printout from <https://senergywebsite.s3.us-east-2.amazonaws.com/Healthy+Cells+Doc.pdf> (last accessed on Aug. 28, 2024).

4. Attached as **Exhibit B-3** is a true and correct copy of a website printout from <https://senergy.us/educationcenter/healing-is-voltage/> (last accessed on Aug. 28, 2024).

5. Attached as **Exhibit B-4** is a true and correct copy of a letter dated July 23, 2024 from Alison Battiste Clement, defendants former counsel, to Casey Griffith, counsel for Scott Tennant.

6. Attached as **Exhibit B-5** is a true and correct copy of a letter dated August 22, 2024 from Matthew Acosta, counsel for Avazzia, Inc., to me in response to my August 20, 2024 letter to Avazzia.

7. Attached as **Exhibit B-6** is a true and correct copy of a screen shot from the webpage where a video about the BioModulator Pro can be found. Last accessed on Aug. 28, 2024, the court can view this video at:

[https://store.senergy.us/pages/biomodulator-pro?\\_gl=1\\*jyfq58\\*\\_gcl\\_aw\\*R0NMLjE3MjQxOTM4MTEuRUJFYUIRb2JDaE1Jbk5mOGhOS0VpQU1WMWIDdEJoMjl6eFlaRUFFWUFTQUJFZ0sweF9EX0J3RQ..\\*\\_gcl\\_au\\*MTk4NzQ1ODQ0Ny4xNzI0MTkzNzk3\\*\\_ga\\*MTA3Njg2NjM5My4xNzI0M](https://store.senergy.us/pages/biomodulator-pro?_gl=1*jyfq58*_gcl_aw*R0NMLjE3MjQxOTM4MTEuRUJFYUIRb2JDaE1Jbk5mOGhOS0VpQU1WMWIDdEJoMjl6eFlaRUFFWUFTQUJFZ0sweF9EX0J3RQ..*_gcl_au*MTk4NzQ1ODQ0Ny4xNzI0MTkzNzk3*_ga*MTA3Njg2NjM5My4xNzI0M)

[TkzNzk3\\*\\_ga\\_N5JWL755H2\\*MTcyNDg2MTkzNS4xMy4xLjE3MjQ4NjM4MjluNTYuMC4w](https://senergy.us/courses-for-everyone/)

8. Attached as **Exhibit B-7** is a true and correct copy of a website printout from <https://senergy.us/courses-for-everyone/> (last accessed on Aug. 28, 2024).

9. Attached as **Exhibit B-8** is a true and correct copy of a website printout from <https://senergy.us/scientific-research/> (last accessed on Aug. 28, 2024).

10. Attached as **Exhibit B-9** is a true and correct copy of a website printout from <https://avazzia.com/tennant-biomodulator-differences/> (last accessed on Aug. 28, 2024).

11. Attached as **Exhibit B-10** is a true and correct copy of a letter dated August 16, 2024 from me to Casey Griffith, counsel for Scott Tennant enclosing a proposed engagement letter from Robert Lang of Alvarez & Marsal to conduct an independent review of the royalty payments.

12. Attached as **Exhibit B-11** is a true and correct copy of Casey Griffith's August 20, 2024 email responding to my August 16, 2024 letter.



I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed at Seattle, Washington on this 28th day of August, 2024.

*s/Tyler L. Farmer*

Tyler L. Farmer, WSBA #39912

**CERTIFICATE OF SERVICE**

I certify that this document is being served via ECF on counsel of record.

/s/Tyler L. Farmer

Tyler L. Farmer

# B - EXHIBIT 1





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SENERGY

# Emerald Package

\$ 11,750.00

Description

BACK TO SCHOOL SALE - \$450 OFF (Discount reflected in cart)

*This is a prescription device. If you feel that you are a candidate for this device and do not have someone who can prescribe one, we can connect you to a physician to assist in your prescription! If you purchase without a prescription we will contact you before shipping your device. Alternatively, you can call our office for assistance at 972-580-0545 to place your order.*

*At this time, DO, MD, PA and NP, DDS, DPM and DVMs can all write a prescription for you.*



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- 1 Tennant BioModulator Pro 2.1 (professional model 60+ modes)\*
- Includes 1 QuickStart Manual Reference Guide, 1 Polarity Reference Card, 1 Small Black Carry Case
- 1 Tennant BioTransducer Crystal Wave
- Includes 1 RCA Connection Wire
- 1 Hand Grip/Foot Plate Bundle with Wires
- 1 Y-Electrode with 4Pin Lead Wire & Sleeve Protector
- 1 Professional Protective Case
- 1 Large Carry Case
- 3" Round Conductive Pads
- 4PIN Connection 2/2 Lead Wire
- Lifetime Education/Support (valued at \$2,499) as long as you own your device\*
- 24/7 Access to Education Portal
- Tennant Health Conference Tickets (1 per device) online or in-person
- 1 on 1 support on video or in person
- Live Chat Support Mon-Fri 9am – 6pm
- Monthly Q&A Zoom for Device Owners Only

\*These educational materials are included with every purchase of a Tennant Device to ensure you can confidently operate your equipment and optimize your overall health and wellness.

Shipping costs calculated during purchase.

**WARNING:** Tennant BioModulator devices are not intended for individuals with a pacemaker or other implanted electronic devices, or who may be pregnant. Please call Senergy at (972-580-0545) to speak with an Advisor for more information.

#### ABOUT SENERGY WELLNESS

We work in partnership with renowned doctor and surgeon, Dr. Jerry Tennant. He invented this health system after developing encephalitis and a bleeding disorder in November 1995. Diagnostic tests confirmed he had three viruses in his brain and Dr. Tennant's physicians told him nothing could be done. He started to expand his research beyond Western Medicine, into the world of energy and cellular therapy, and **healed himself**.

Every day we use his health system, and the device he designed, the Tennant BioModulator®, to help others just like you, get back to the pain-free life you deserve. [Learn more here.](#)

#### ABOUT DR. JERRY TENNANT

[Click Here To Read More about Dr. Jerry Tennant](#)

Dr. Jerry Tennant, MD, MD(H), PScD, is the founder of The Tennant Institute for Integrative Medicine, a world-renowned physician and integrative health practitioner, and the inventor of the Tennant BioModulator®.

Dr. Jerry Tennant is a true Renaissance man. He is a teacher, inventor, healer, scholar, humanitarian, innovator, and entrepreneur – those are just a few of the ways we describe Dr. Tennant who has led a remarkable life dedicated to healing and innovation, which has altered the paradigm of western medicine. People from around the world travel to the Tennant Institute for Integrative Medicine in Colleyville, Texas, to seek out and benefit from his healing expertise.

Through his *Tennant Principles*, Dr. Tennant's mission is to inform patients and practitioners how the body requires voltage to make new cells in order to maintain health and wellness, as well as incorporate traditional medicine with integrative medicine for better results.

#### LEGAL DISCLAIMER

**Legal Disclaimer:** This product is not intended to diagnose, mitigate, treat, cure or prevent any disease. Contact your health-care provider immediately if you suspect that you have a medical problem. Content on this site is for reference purposes and is not intended to substitute for advice given by a physician, pharmacist, or other licensed health-care professional. You should not use this information as self-diagnosis or for treating a health problem or disease. Actual product packaging and materials may contain more and/or different information than that shown on our website. We recommend that you do not solely rely on the information presented and that you always read labels, warnings, and directions before using or consuming a product. Information and statements regarding this product has not been evaluated by the Food and Drug Administration and are not intended to diagnose, treat, cure, or prevent any disease or health condition.

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If you have any questions about financing, please call/text us at: (972)580-0545

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## FAQs

How can I speak to someone about which device/product is best for me?

Please book an appointment with one of our Senergy Advisors at this link. While we cannot give out specific medical advice, we are more than happy to help you take the next steps on your health journey.

How can I learn more about Senergy & the Tennant Devices?

We have many free resources available online! Click here to visit our YouTube Channel.

Also, make sure to browse our website for more information.

Why is the Tennant BioModulator not used by doctors in the general practice of medicine?

Doctors and medical science normally pay attention to the chemical aspect of the body; therefore, they primarily use surgery and drug therapy as their method of treatment.

## Testimonials



"I am thrilled to tell you that, so far I have had great success with the Tennant BioModulator. I have no more pain in back, neck or shoulder pain which I've had for a very long time even though I have been receiving chiropractic, massage therapy as well as physiotherapy. I would highly recommend the BioModulator to anyone who has aches or pains or an illness as our entire body is electric, and voltage is the key to putting some "healing energy" back where it needs to be for complete healing."

- K A. Brantford, Ontario

## You May Also Like





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SENERGY - A4557

4PIN Connection 1/1 Lead Wire

\$ 25.00



SENERGY

Age Defiance Face Cream

\$ 125.00



# Unsure Where To Start?

We know tackling a health crisis or maintaining your current health can be challenging.  
We have been helping thousands of people around the world get well and stay well for over 20 years.  
Let us help you *invest* in your future self.

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## Need Help?

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Email us: [live.well@senergy.us](mailto:live.well@senergy.us)

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# B - EXHIBIT 2

# HEALING IS VOLTAGE™

Learn why chronic  
disease & chronic pain  
occur and how healthy  
cells heal the body...



*in partnership with*



*Senenergy*  
GET WELL. BE WELL. LIVE WELL.®



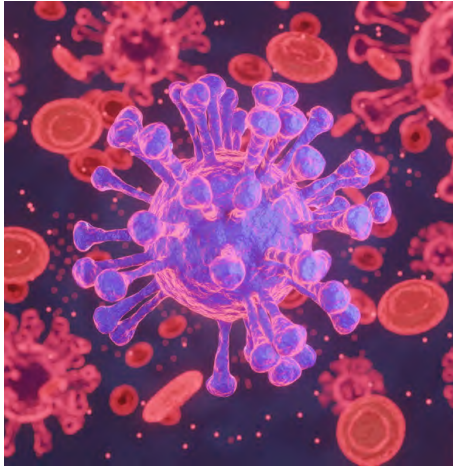
FOR MORE INFORMATION:

PLEASE GO TO [WWW.SENERGY.US](http://WWW.SENERGY.US)  
CALL/TEXT +1 972-580-0545

APP 00197



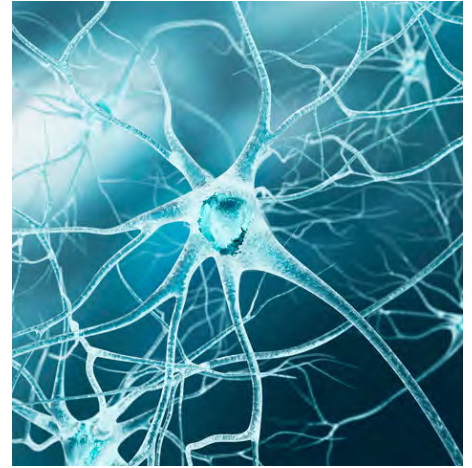
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**03** THE LIFE OF A  
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**04** MAKING NEW AND  
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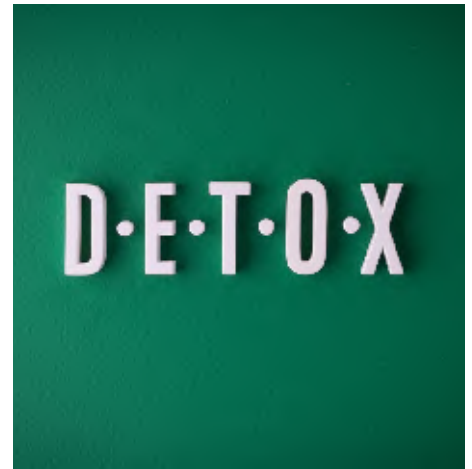
**06** VOLTAGE



**07** 5 FACTORS



**08** NUTRITION



**09** DETOX

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APP 00198

# OUR STORY

To begin, we must start with Dr. Jerry Tennant, MD, MD(H), PScD. The founder of The Tennant Institute for Integrative Medicine, a world-renowned physician and integrative health practitioner, and the inventor of the Tennant BioModulator®.

At the height of Dr. Jerry Tennant's career, the unthinkable happened. Being one of the first surgeons in the US to place intraocular lenses in eyes after cataract surgery, he was unaware that viruses existing in a patient's eyes could possibly be passed on to the surgeon. At the height of his career he was forced to retire after diagnostic tests confirmed he had three viruses in his brain and Dr. Tennant's physicians told him nothing could be done. He started to expand his research beyond Western Medicine, into the world of energy and cellular therapy, and healed himself.



## HOW HE HEALED HIMSELF

After years of research, Dr. Tennant began to understand that cells must have enough voltage to work and that chronic disease is associated with loss of voltage. His next step was to find out how to measure the voltage, and then developed the Tennant BioModulator® which adds voltage to the cells and keeps it at optimal levels. Following this path, he was able to heal himself naturally.

Today, Senergy is at the forefront of medical technology and the exclusive distributor of the Tennant BioModulator®, the same handheld, FDA Accepted device that was developed by Dr. Tennant.

Every day, by using his health system, and the device he designed, the Tennant BioModulator® and its accessories, we help thousands of others just like you, get back to the pain-free life they deserve.

## HOW YOUR BODY REBUILDS ITSELF IN LESS THAN 365 DAYS



## THE LIFE OF A CELL

Our cells are constantly wearing out and must be replaced.  
Chronic disease occurs when you lose the ability to make new cells  
that work.

FACT: Your entire body rebuilds itself in less than 2 years — and 98% in less  
than 365 days!

Every cell in your body eventually dies and is replaced by new cells.

Every day is a new opportunity to build a new body.

**LEARN MORE - WHY  
CHRONIC DISEASE OCCURS**



# WHAT DOES IT TAKE TO MAKE NEW CELLS THAT WORK?

Dr. Tennant has discovered 3 things that the body needs to make new and healthy cells...



## VOLTAGE

Cells need -25 millivolts of electron donors to work. It takes -50 millivolts to make a new cell.

Chronic disease is always characterized by a lack of voltage.



## NUTRITION

To make a new cell, you must have all the things it takes to make a cell. If you are missing even one nutrient, your cells will not function normally. If a tornado/hurricane destroys your home, you can't rebuild it with doorknobs and bathroom tiles — you need all the parts to make a new home. This is all about nutrition.



## DETOX

You must deal with any toxins that can damage cells as fast as you make them.

This can include toxins from your water, heavy metals in your food and surrounding environment.



# HOW DO WE ADDRESS THESE ISSUES?

From the Tennant BioModulator® and its accessories, to our full Tennant Health System, to the support offered by Dr. Tennant's clinic, The Tennant Institute, we have developed an innovative way for you to become pain-free and live your best life.

*Learn more on the following pages!*





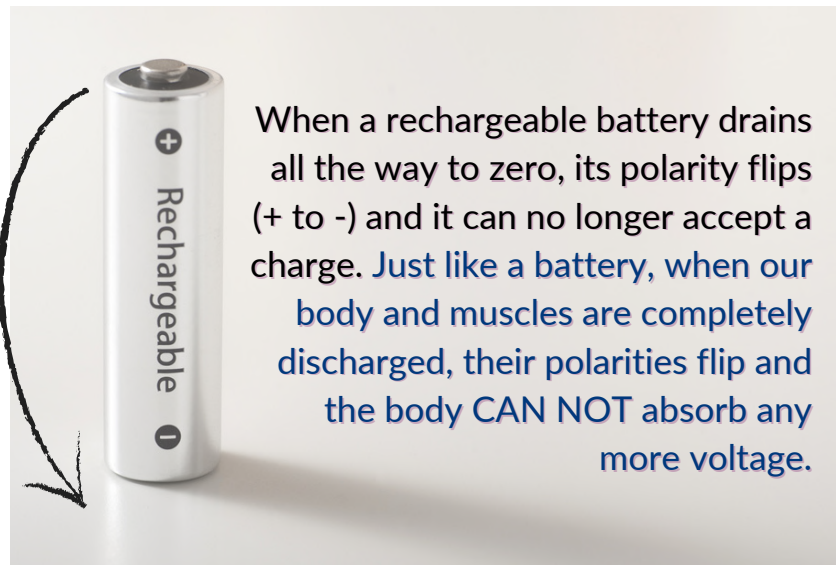
# VOLTAGE

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Our muscles are just like rechargeable batteries. They are stacked, one on top of the other, to form a battery pack. Every organ in the body has its own battery pack to provide the -25 millivolts to function and the -50 millivolts to repair cells when they wear out or are damaged.

A stack of muscle batteries is what is also called an acupuncture meridian.

The Tennant BioModulator® is used to add voltage in your body and the Tennant BioTransducer® is used to flip the polarities, but it is also important to address why your batteries drained (your polarities flipped) in the first place. Dr. Tennant has discovered 5 root causes for this voltage drain (see next page!).



When a rechargeable battery drains all the way to zero, its polarity flips (+ to -) and it can no longer accept a charge. Just like a battery, when our body and muscles are completely discharged, their polarities flip and the body CAN NOT absorb any more voltage.







## 5 FACTORS

---

**We have identified five things that drain your batteries and cause them to flip their polarity:**

1. Inadequate thyroid hormone (when we address this, we usually order special blood tests that most doctors don't).
2. Scars and tattoos that short out circuit(s).
3. Dental infections (all circuits pass through specific teeth and an infection will lower the voltage or act like a circuit breaker to inactivate the circuit).
4. Emotional baggage (stored as magnetic fields that block circuit(s)).
5. Toxins (bacteria, viruses, fungus, pesticides, GMO foods, etc.).

If you have batteries with reversed polarity, you will need to correct the **ROOT CAUSE** that caused them to drain as discussed above by correcting the thyroid, scars, dental infections, emotional baggage, and toxins.

**LEARN MORE ABOUT  
EACH 5 FACTOR HERE!**



# NUTRITION

**Dr. Tennant has developed a core group of nutritional alternative health care products that support the production of new cells. Dr. Tennant's system aims to successfully help patients improve their health and wellness.**

This core group of products (Dr. Tennant's Core 5) contains only the purest and most biologically active substances available, many of which are available only by license. The Core 5 contains everything we can identify that cells need to be replaced and function normally.

The Core 5 consists of RESTORE™ (about 80% of what cells need), Raw Materials® (every known vitamin, mineral, and amino acid balanced by nature), Lugol's Iodine Plus (things needed to make stomach acid and to make the thyroid function normally as well as the first line of defense for the immune system), and Digestive Enzyme Support (essentially every known digestive enzyme to ensure you can digest what you eat).



**LEARN MORE AND PURCHASE  
TENNANT SUPPLEMENTS**

[WWW.SENERGY.US](http://WWW.SENERGY.US)

APP 00205



# D·E·T·O·X

## DETOX

---

Anything you put into your body that is not used to make new cells, help cells work, or used for fuel, the body has to try to excrete from the body. If it cannot do so, it stores such toxins in various cells of the body, particularly in fat cells. The liver is the primary organ tasked with the problem of getting things out of the body that don't belong there.

Most toxins are fat-soluble and the liver must convert them to water-soluble, so you can pee them out using the kidneys. Particularly damaging are heavy metals like mercury, lead, cadmium, aluminum, etc.

Anything you put into your body that is not used to make new cells, help cells  
Every atom has a different frequency.  
Every molecule has a specific combination of frequencies. One can identify specific molecules with a mass spectrometer. One can scan the body and find the frequencies that don't belong there. Therefore, we can eliminate toxins from the body using these frequencies. This can be done through a visit to the Tennant Institute clinic or a telemedicine appointment with Dr. Chase Faldmo who specializes in this detox process.

*To learn more about this detox process, click on the blog link below:*



Addressing Toxins with Dr. Chase Faldmo



## THANK YOU!

This healthy cells e-book contains all the basic information you need to start learning from Dr, Tennant about how your body builds new and healthy cells.

As Dr. Tennant says, "all chronic disease can be traced to a lack of proper voltage in the body."

Senergy and Dr, Tennant have devoted their lives to making sure you have the proper tools and education to heal your body. Please contact Senergy if you have any questions, would like to discuss purchasing a device. or need any assistance.

**CLICK THE BUTTON BELOW FOR ADDITIONAL VIDEOS SO YOU CAN LEARN HOW TO GET WELL. BE WELL. LIVE WELL.™**



**LEARN MORE**



GET WELL. BE WELL. LIVE WELL.®

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(972) 580-1156  
www.tennantinstitute.com

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#1009, Irving, TX 75063  
(972) 580-0545  
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APP 00207

# B - EXHIBIT 3



Senergy

GET WELL. BE WELL. LIVE WELL.®



Current Status

NOT ENROLLED

Price

Free

Get Started

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← BACK TO ALL COURSES

HEALING IS VOLTAGE™



Share This Class:



## OVERVIEW

Our cells are constantly wearing out and must be replaced. Chronic disease occurs when you lost the ability to make new cells that work.

FACT: Your entire body rebuilds itself in less than 2 years — and 98% in less than 365 days! Every cell in your body eventually dies and is replaced by new cells. Every day is a new opportunity to build a new body.

health and wellness philosophy.

## WHO IS THE COURSE FOR?

This course is for anyone who is interested in learning more about Dr. Tennant and his Healing is Voltage™ principle. If you have been wanting more information about why your cells need voltage to survive, this is the course for you!

## LESSONS IN THE COURSE:



Healthy Cells

[See More](#)

# Voltage

Voltage

See More

# Nutrition

## Holistic Nutrition

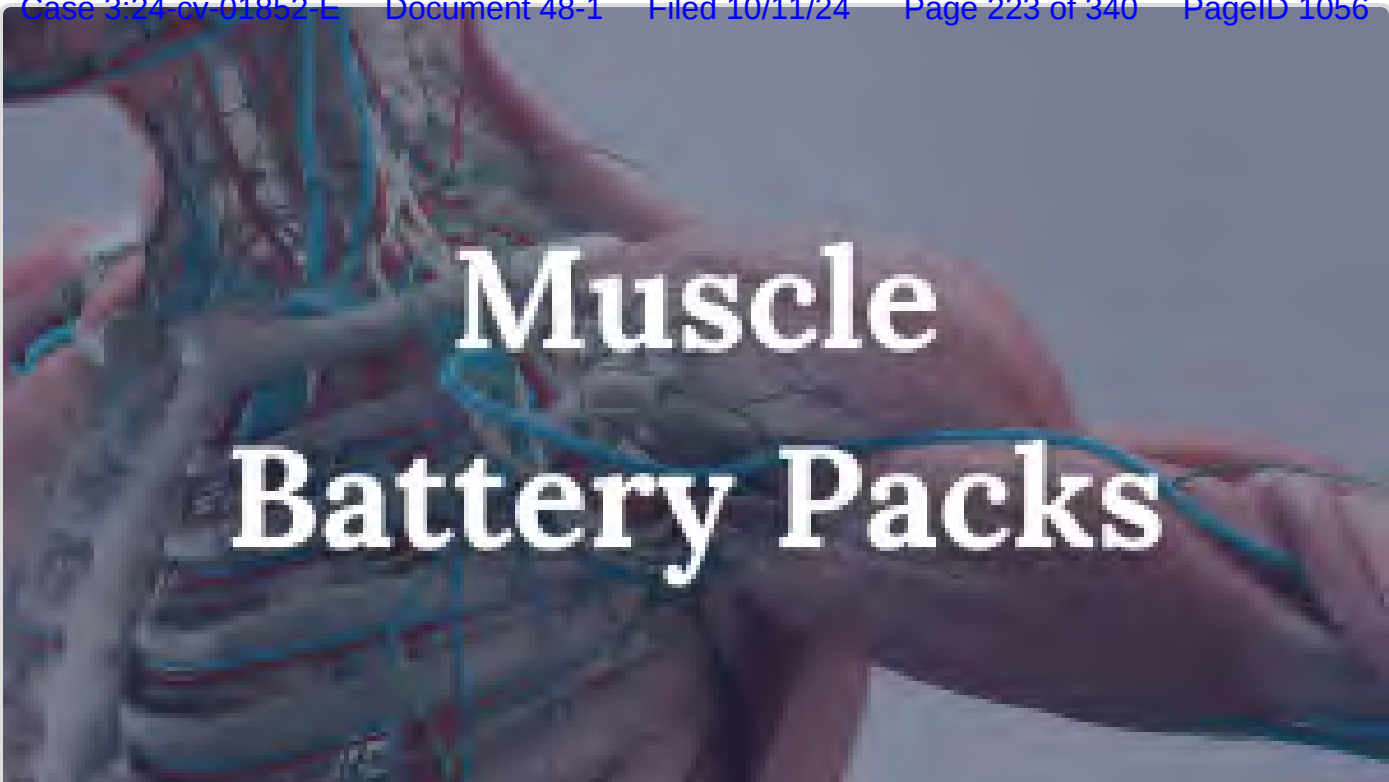
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# Eliminate Toxins

## Eliminate Toxins


[See More](#)



# Muscle Battery Packs

Muscle Battery Packs


See More



## Who is Dr. Jerry Tennant?

## Who Is Dr. Jerry Tennant?

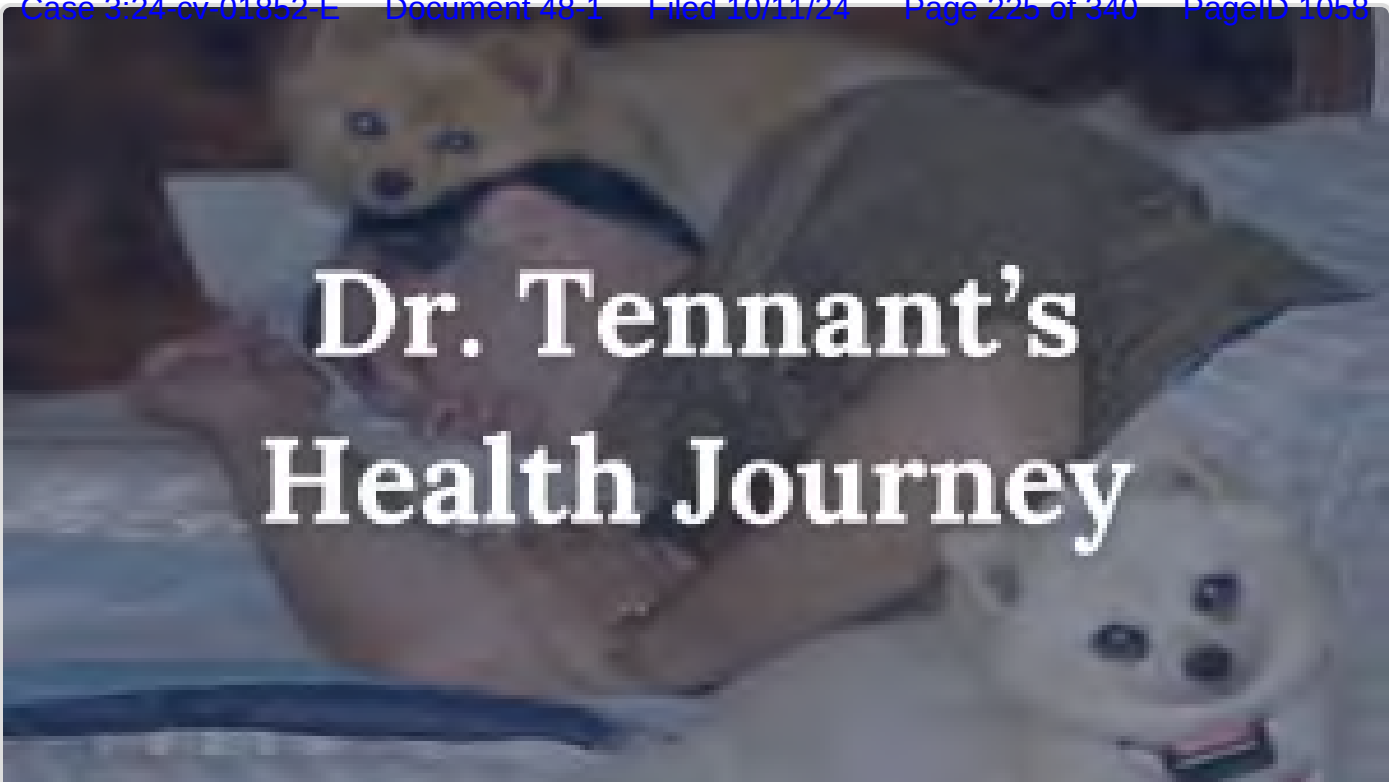
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# Dr. Tennant's Background

## Background


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# Dr. Tennant's Health Journey

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## Q&A with Dr. Tennant

## Q&A with Dr. Tennant

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# Dr. Tennant's Live Presentation

Dr. Tennant's Live Presentation

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## 5 Factors of Low Voltage

## The 5 Factors of Low Voltage

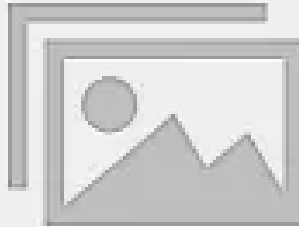
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# Learn more about Voltage

[Learn More About Voltage](#)

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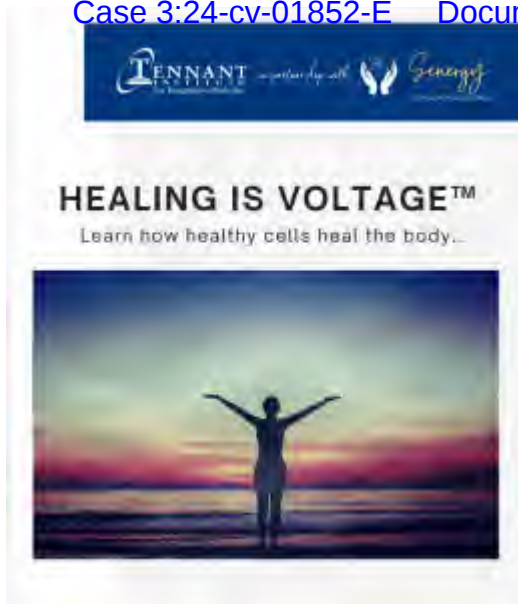
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## Materials

# Healing is Voltage PDF

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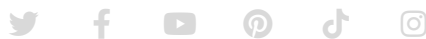
## About

About Senergy

Senergy Advisor Appointments

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***Senergy Medical Group is the exclusive distributor of the Tennant BioModulator. Senergy is not a medical office and cannot provide medical advice or diagnosis. Tennant BioModulator is only FDA-accepted for pain management. This product is not intended to diagnose, treat, cure, or prevent any disease.***



# B - EXHIBIT 4

## BATTISTE CLEMENT PLLC

ALISON BATTISTE CLEMENT  
2626 COLE AVENUE, SUITE 300  
DALLAS, TEXAS 75204

ALISON@BATTISTECLEMENT.COM  
(214) 540-7206

July 23, 2024

**Via Electronic Mail (Casey.Griffith@griffithbarbee.com)**

Casey Griffith  
Griffith Barbee PLLC  
One Arts Plaza  
1722 Routh Street, Suite 910  
Dallas, Texas 75201

Re: *Infringement of Trademarks owned by Tennant Devices and Accessories, LLC*

Dear Mr. Griffith,

My firm and I represent Jerald Tennant, MD, John Tennant, Teresa Jessen Tennant, Jared Tennant, Tennant Devices and Accessories, LLC, and Curador, LLC. In 2006, Jerald L. Tennant, MD acquired the TENNANT BIOTRANSDUCER Mark, US Registration Number 4382782, and the TENNANT BIOMODULATOR Mark, US Registration Number 3157112 (together, “The Marks”), which are in full force and effect. On May 16, 2024, the Marks were assigned to Tennant Devices and Accessories, LLC (“Tennant Devices”). Copies of our Client’s registrations are enclosed herein. You can verify the registrations using the search tools at the USPTO website. Your clients, Marten Group, Inc. d/b/a Senenergy Medical Group and Scott Tennant (together “Your Clients”), have no ownership interest in The Marks.

Prior to June 21, 2024, Dr. Tennant permitted Your Clients to market his devices, including the Tennant BioModulator Plus, Tennant BioModulator Pro, and Tennant Crystal Wave BioTransducer, pursuant to royalty agreements between Dr. Tennant and Your Clients. The royalty agreements created a fiduciary relationship between Your Clients and Dr. Tennant and subjected Your Clients to confidentiality requirements, in which Your Clients acknowledged Dr. Tennant’s trade secrets, *i.e.*, the confidential and proprietary nature of his information. It was this confidential and fiduciary relationship by which Dr. Tennant entrusted Your Clients to market his devices and communicate with his patients, who purchased his devices, regarding the use, maintenance, and warranties of the medical devices.

However, on June 21, 2024, Dr. Tennant provided Your Clients with notice that he terminated the royalty agreements due to Your Clients’ breaches of the royalty agreements, and that Your Clients must stop selling his devices within 30 days of the letter, which was July 21, 2024. On June 23, 2024, Your Clients acknowledged receipt of Dr. Tennant’s June 21, 2024 letter.

In addition, as Your Clients know, any sale of the Tennant BioModulator Plus, Tennant BioModulator Pro, or Tennant Crystal Wave BioTransducer requires a prescription, by law.

It has come to our attention that not only are Your Clients defying the June 21, 2024 letter, which terminated any and all rights Your Clients previously had to market the Tennant BioModulator Plus, Tennant BioModulator Pro, and Tennant Crystal Wave BioTransducer, but

APP 00224

Casey Griffith  
July 23, 2024  
Page 2

Your Clients are also infringing on The Marks by continuing to sell the devices. It has also come to our attention that Your Clients are illegally selling the devices without a prescription.

The above use of The Marks in connection with the Tennant BioModulator Plus, Tennant BioModulator Pro, and Tennant Crystal Wave BioTransducer subjects Your Clients to liability for willful trademark infringement in violation of the Lanham Trademark Act, 15 U.S.C. § 1051 *et. seq.* The civil remedies available for these violations include immediate and permanent injunctive relief, recovery of Your Clients' profits, and up to three times the amount of monetary damages suffered by our client, as well as an award of attorneys' fees.

Moreover, Your Clients' continual failure to provide Dr. Tennant with their database of Dr. Tennant's patients and the serial numbers of the devices Dr. Tennant's patients purchased puts Dr. Tennant's patients' health in peril and further damages Dr. Tennant's and Tennant Devices' brand, which they have spent over 20 years developing.

Dr. Tennant and Tennant Devices demand that Your Clients immediately cease and desist such infringing and illegal activity, specifically:

1. cease and desist from selling or marketing the Tennant BioModulator Plus, Tennant BioModulator Pro, and Tennant Crystal Wave BioTransducer; and
2. cease and desist from all further use of The Marks and any other designations likely to cause confusion with The Marks.

Dr. Tennant and Tennant Devices further demand that Your Clients provide, no later than the close of business on July 24, 2024, written confirmation that Your Clients will comply with these demands and provide a copy of the entire patient database, including patient contact information and serial numbers of their devices within a week of this letter.

Dr. Tennant and Tennant Devices are prepared to try to resolve this matter amicably provided that Your Clients cooperate fully by immediately ceasing all sales of the Tennant BioModulator Plus, Tennant BioModulator Pro, and Tennant Crystal Wave BioTransducer.

Your Clients are specifically advised that any failure or delay in complying with these demands will likely compound the damages for which Your Clients may be liable. If Dr. Tennant and Tennant Devices do not receive a satisfactory and timely response, they are prepared to take all steps necessary to protect their valuable intellectual property rights, protect the health of Dr. Tennant's patients, and stop Your Clients' illegal sales of the Tennant BioModulator Plus, Tennant BioModulator Pro, and Tennant Crystal Wave BioTransducer, without further notice to Your Clients.

The above is not an exhaustive statement of all the relevant facts and law. Dr. Tennant and Tennant Devices expressly reserve all their legal and equitable rights and remedies, including the right to seek injunctive relief and recover monetary damages.

Kind regards,



Alison Battiste Clement



Casey Griffith  
July 23, 2024  
Page 3

*enclosures*

cc: Melanie Bell (in firm)  
Michael Barbee  
Kirk Voss  
Joshua Yun

# B - EXHIBIT 5

# PLATT • RICHMOND

August 22, 2024

**VIA Email**

Tyler L. Farmer  
BRYAN CAVE LEIGHTON PAISNER LLP  
999 Third Avenue Suite 4400  
Seattle WA 98704  
[tyler.farmer@bclplaw.com](mailto:tyler.farmer@bclplaw.com)

**RE: *Marten Group, Inc., et al. v. Jerald Tennant, et al.* – Avazzia, Inc.; N.D. Tex.  
Dallas Division – No. 3:24-cv-01852-E**

Dear Tyler:

This letter is in reply to your correspondence to Avazzia, Inc. ("**Avazzia**") dated August 20, 2024 (the "**Letter**"). Given the extensive remedies your client is requesting, it seems unreasonable to expect a response in under 48 hours. Nevertheless, we address the issues raised in your letter below.

The Letter asserts that Avazzia was aware, or should have been aware, of Scott Tennant, Senergy Medical Group, and/or Senergy Wellness Group's (collectively, "**Senergy**") alleged trademark infringement by June 21, 2024. However, our examination of public records does not indicate that your client has filed a trademark infringement claim against Senergy. In fact, Senergy's federal lawsuit actively disputes any claim that Dr. Tennant has in the subject trademark. Your statement that Dr. Tennant "will enforce" his "trademark rights", is ambiguous as to whether he is alleging that Synergy has infringed trademarks, or which trademarks (if any) they are allegedly infringing. As we understand, Dr. Tennant has filed a lawsuit against Synergy and did not assert any trademark infringement claims. Moreover, the information provided to date does not clarify whether your client has even formally or informally notified Senergy of the alleged trademark infringement claim, and we have not seen evidence of any such notice.

That said, it appears that Dr. Tennant agrees that Senergy was at least a licensee of the of the subject trademarks at some time. While the letter claims that Senergy is "no longer licensed to use the Tennant Biomodulator or Tennant Biotransducer mark," you have not provided a copy of the relevant license nor the alleged revocation or rescission of the license. To assess the claims in your letter, we will need a copy of all relevant documents supporting your allegations.

Given the circumstances and lack of supporting information provided by your letter, Avazzia is still unable to assess the validity of Dr. Tennant's or Senergy's claims. As such, Avazzia has no basis to alter its established practices and regular business operations at this time. Feel free to provide me additional information and explanation of your position for my client to consider.

Additionally, your Letter suggests that Dr. Tennant has some ownership interest in Avazzia products. My client is unaware of any ownership interest that Dr. Tennant has in any products manufactured by Avazzia, and do not know of any long term or ongoing agreement between Dr. Tennant and Avazzia. If Dr. Tennant wants to discuss a long-term business arrangement, Avazzia will consider the request just as it would with any other potential customer. However, Avazzia is not aware of any obligation to sell anything to Dr. Tennant without an agreement between the parties.

Sincerely,

*/s/ Matthew C. Acosta*

Matthew C. Acosta

MCA/aw

# B - EXHIBIT 6



## BioModulator Pro

The Tennant BioModulator Pro 2.1 is a battery-powered, easy to use, hand-held medical device for pain relief uses microcurrent technology to engage the body's natural resources and assist in the process of pain management & rehabilitation.

[LEARN MORE ABOUT WHAT THE TENNANT DEVICES CAN DO](#)



### What is the BioModulator Pro?

The Tennant BioModulator Pro stimulates the body at the cellular level through electrical impulses transmitted by electrodes in the device, restoring cellular metabolic activity in the area of treatment.

The Tennant BioModulator Pro is designed for deep stimulation for effective, long-lasting pain relief to help patients from all walks of life suffering from all types of conditions.

FDA-accepted, these devices have been proven to alleviate muscle, tendon, and ligament pain due to injury, arthritis, fibromyalgia, diabetic neuropathy, carpal tunnel, sports injuries, phantom limb pain and Parkinson's disease, just to name a few.

### Bundles with the BioModulator Pro



HOME



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SEARCH



SHOP

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ACCOUNT



ADD TO CART

Tennant BioModulator Pro 2.1

\$ 7,650.00



ADD TO CART

Pro/Crystal Wave Bundle

\$ 11,250.00



HOME



MENU



SEARCH



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ADD TO CART

Emerald Package

\$ 11,750.00

## Backed by science.

The Tennant Devices have the clinical studies to prove it.

[READ CLINICAL STUDIES](#)

## FAQs

[HOW DOES THE BIOMODULATOR PRO WORK?](#)

APP 00233





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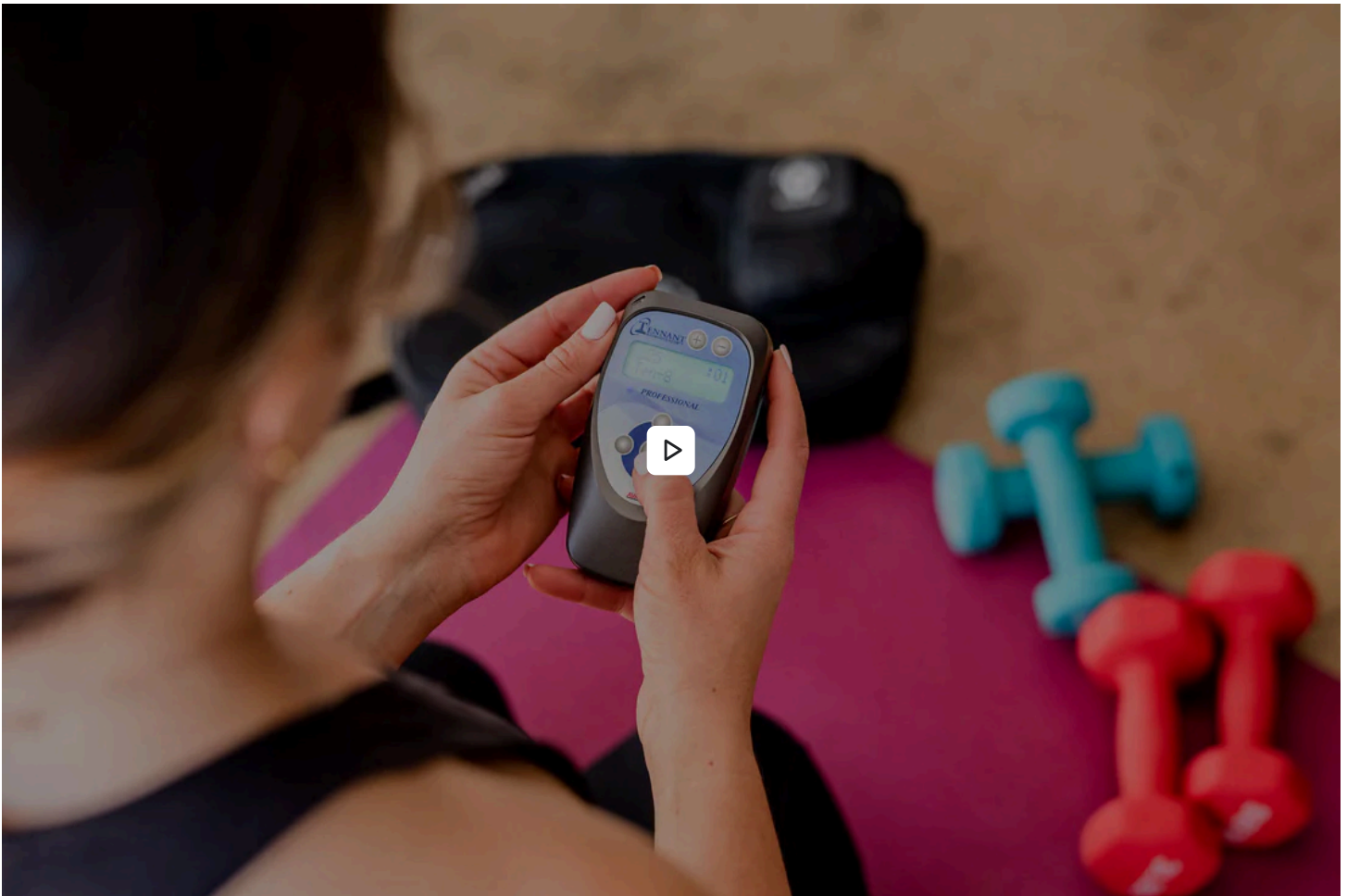
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- ☐ WHAT'S THE DIFFERENCE BETWEEN A TENS UNIT (TRANSCUTANEOUS ELECTRICAL NERVE STIMULATOR) & A TENNANT BIOMODULATOR?
- ☐ WHAT DOES THE BIOMODULATOR THERAPY FEEL LIKE? IS IT SAFE?
- ☐ HOW DO I USE THE TENNANT BIOMODULATOR PRO?
- ☐ HOW DO I TAKE CARE OF MY BIOMODULATOR® PRO?
- ☐ WHAT IS THE DAILY PROTOCOL?
- ☐ DOES THE TENNANT BIOMODULATOR HAVE FDA APPROVAL/ACCEPTANCE?
- ☐ WHERE CAN I LEARN MORE ABOUT THE BIOMODULATOR PRO?

## BioModulator Technology



## Unsure Where To Start?

We know tackling a health crisis or maintaining your current health can be challenging.  
We have been helping thousands of people around the world get well and stay well for over 20 years.  
Let us help you *invest* in your future self.

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# B - EXHIBIT 7



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## Courses For Everyone

These courses are for anyone who is interested in learning more about Dr. Jerry Tennant, Healing is Voltage™, and why your body needs proper voltage in order to create new and healthy cells.

*Finished the courses and want to talk to someone about next steps or any questions you have? Make a FREE appointment with our advisors. They would be more than happy to assist you!*

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**← RETURN TO ALL COURSES**

\$450

A photograph of a man in a light blue shirt standing at the front of a room, presenting to a group of people seated at tables. The room has bookshelves in the background and a large screen displaying a presentation. The text "Integrative Health Conference for Public" is overlaid in large white letters.

# Integrative Health Conference for Public

## Integrative Health Conference for Public

Our cells are constantly wearing out and must be replaced. Chronic disease occurs when you lost the ability to make new cells that work.

FACT: Your entire body rebuilds itself in less than 2 years — and 98% in less than 365 days! Every cell in your body eventually dies and is replaced by new cells. Every day is a new opportunity to build a new body.

Take this course to learn the basics of Dr. Tennant's revolutionary Healing is Voltage™ health and wellness philosophy.

Enroll Now

Free



# Healing is Voltage

## Healing Is Voltage™

Our cells are constantly wearing out and must be replaced. Chronic disease occurs when you lost the ability to make new cells that work.

FACT: Your entire body rebuilds itself in less than 2 years -- and 98% in less than 365 days! Every cell in your body eventually dies and is replaced by new cells. Every day is a new opportunity to build a new body.

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# B - EXHIBIT 8



# Scientific Research



CLINICAL STUDIES: VIDEOS

## Daily Home Electrical Stimulation as an Adjunctive Therapy to Accelerate Wound Healing

– **Authored by** Brian D. Lepow, DPM; and Alejandro Zulbaran, MD

Brian D. Lepow, DPM and Alejandro Zulbaran, MD present their study, “Effectiveness of Daily Home Electrical Stimulation as an Adjunctive Therapy to Accelerate Wound Healing in People with Diabetic Foot Ulcer – a Double-blinded Randomized Controlled Trail,” at SAWC Virtual 2020. This study was awarded 1st place in the Oral Abstract category. In addition to Drs. Lepow and Zulbaran, fellow coauthors of this study include Hector Elizondo, MD; Akashdeep Singh, DPM; Jeffry Ross, DPM; and Bijan Najafi, PhD.

[READ THE STUDY](#)

EP6



Video presentation of the Baylor College of Medicine study titled “Effectiveness of Lower Extremity Electrical Stimulation to Improve Skin Perfusion” by Alejandro Zulbaran, Brian Lepow, Catherine Park, Bijan Najafi.

[WATCH VIDEO](#)

---

## CLINICAL RESEARCH PAPERS

### Promotion of Wound Healing in Diabetic Foot Ulceration with the Tennant BioModulator and Tennant BioTransducer – Researched by Lilia Feria NMD, Anthony Pinazza NMD & Joe Tilchen’s NMD

“Diabetic foot ulceration is major source of morbidity with an estimated prevalence of 9- 25% among the estimated 30.3 million people with diabetes in the United States (1-4). Approximately 5.0 per 1,000 people with diabetes will undergo limb amputation annually (5). As ulceration significantly amplifies risk of amputation, improvements to limb salvage efforts are needed.

Current best practices in the management diabetic foot wounds involve three major elements: regular monitoring, wound cleaning and dressing, and mechanical off-loading (6-7). These strategies focus on mitigation of factors that may inhibit wound healing. Estimated rates of wound healing are 1-2% per day with standard methods (8). While glucose control is standard in management of diabetes, significant evidence has not been found to correlate glucose control and wound healing (9). A large number of treatments undergoing evaluation focus on reducing risk of infection while waiting for wound closure but do not yield enhanced rates of closure. Hyperbaric oxygen therapy has shown some evidence of improving

healing rates, but quality of data does not yet support generalized recommendations for this treatment (10). Other approaches to biochemically enhance biological processes at work in the wound have not provided evidence of improved rates of healing. Physical therapies such as microcurrent and pEMF have shown positive but limited evidence in small studies of improving rates of healing (11-12). ”

READ THE STUDY

## Effectiveness of Daily Home Electrical Stimulation As An Adjunctive Therapy to Accelerate Wound Healing In People With Diabetic Foot Ulcer

– A Double-Blinded Randomized control trial –

By: Alejandro Zulbaran, Naima Rodriguez, Hector Elizondo, Anmol Momin, Jeffrey Ross,

Miguel Montero-Baker, Brian Lepow, Joseph L. Mills, Bijan Najafi

Division of Vascular Surgery and Endovascular Therapy,

Michael E. DeBakey Department of Surgery

Diabetic foot Ulcers (DFUs) create a high expenditure for healthcare systems and could lead to limb loss. Electrical Stimulation (E-stim) is an alternative treatment option to speed up wound healing. The study's aim is to evaluate whether home-based daily E-stim therapy can speed up wound healing. The hypothesis is that daily E-stim therapy would improve tissue oxygenation of DFUs, therefore accelerating the healing process.

The first RCT study examined feasibility and effectiveness of home-based E-stim therapy to improve wound healing. With over 90% self-adherence, the study suggests high perceived ease of use and benefit to wound healing among people with DFU's. Our results revealed positive contribution of E-stim to improve tissue oxygen saturation, a key ingredient for wound healing.

READ THE STUDY

## Effectiveness of Lower Extremity Electrical Stimulation to Improve Skin Perfusion

Alejandro Zulbaran, Brian Lepow, Catherine Park, Bijan Najafi Division of Vascular Surgery and Endovascular Therapy,

Michael E. DeBakey Department of Surgery

READ THE STUDY

## Severe Long-term Knee Pain and Limp Mitigated with BioTransducer

Case Study of Patient with Possible Ahlback Disease, Data Provided by Jarrah Ali Al-Tubaikh MD, Sabah Hospital, Kuwait City, Kuwait

A 71-year-old diabetic patient with hepatitis C presented with a history of right knee osteoarthritis due to a fracture suffered 20 years ago. The patient came limping in to the radiology department to investigate his severe right-sided knee pain that hindered his gait.

READ THE STUDY

## Accelerate wound healing and increase perfusion potential

– Geoffrey C. Gurtner, MD, FACS (Stanford University), Lawrence Lavery, DPM,MPH, Brian D. Lepow, DPM

Three US medical centers are currently collaborating to evaluate the bio-electric neuromodulation device (FDA- cleared for pain relief) and assess its potential to increase perfusion in chronic wounds.”

READ THE STUDY

### *Treatment of Idiopathic Late Onset Cerebellar Ataxia A Case Study* – Tony Pinazza NMD, Jeffrey Langland PhD, Lilia Feria NMD, Joseph Tilchen

“This case represents the successful treatment of late onset cerebellar ataxia with Biomodulator therapy. This treatment demonstrated the ability to improve muscle strength, coordination and ADL’s better than conventional treatment standards.”

READ THE STUDY

### *X-Rays Show Structural Changes After Biomodulator Microcurrent Treatment* – Dr Jarrah Ali Al-Tubaikh, MD

“Since learning of the BioModulator microcurrent device for drug-free, non-invasive pain relief, Dr. Al-Tubaikh has used it with patients and co-workers at his hospital as well as with friends, all of whom suffer from severe unresolved pain symptoms. In two cases, he used the BioModulator with patients specifically referred to him because of severe back pain, as word of the “miracle” treatment spread. In each case, Dr. Tubaikh said he takes images before and after treatment to document changes that have taken place after BioModulator treatment. “It is hard to argue against radiological images because the evidence is clear; it is not placebo anymore.”

READ THE STUDY

### *MRI Improvement in Necrotic Knee after use of BioModulator* Jarrah Ali Al-Tubaikh, MD

“A 71-year-old diabetic, hepatitis-C positive patient presented with a history of right knee osteoarthritis resulting from a fracture that had occurred approximately 20 years ago. On October 24, 2014, the patient limped into the radiology department. The initial MRI images showed severe osteoarthritis, complete cartilage loss in the medial femoral condyle (the lower end of the thigh bone at the knee), osteoarthritic changes, and marked edema (swelling) in the medial femoral condyle, suspiciously like Ahlback’s disease. Ahlback’s disease is the result of vascular arterial insufficiency to the medial femoral condyle of the knee resulting in necrosis (death) and destruction of bone.<sup>1</sup> Traditional treatments for Ahlback’s disease are bisphosphonates, a group of drugs that are used in the treatment of osteoporosis and bone malignancies, and/or surgery. Additionally, chronic infections with hepatitis C virus add to age-dependent bone loss and may contribute to lower bone strength in the elderly.

After discussing therapeutic options with the patient, which, in this case, were restricted due to advanced age and deteriorated health, the option of pulsed electromagnetic frequency therapy using Tennant’s Biomodulator with the biotransducer attachment was suggested. Beginning on November 3, 2014, the patient was treated daily for 30 to 45 minutes for one month. During the period of therapy, the patient reported reduction in pain and swelling of the knee and improved ability to walk normally. An MRI scan was repeated in December 2, 2014, to document any differences in the MRI image.

The MRI images showed almost 90% resolution of the medial femoral condyle edema and the normal bone marrow signal returned to almost 90% normal. The lack of significant changes in the tibia is simply because the position of the biotransducer probe was concentrated for the treatment period over the medial femoral condyle region, mainly, the focus of pain”

### Anti-inflammatory Effects of Electronic Signal Treatment

**Source: Odell, Robert H., MD, PhD, and Sorgnard, Richard E. PhD (2008)**

Pain Physician, 11:891-907 Las Vegas.

**Summary:** We postulate that pharmaceuticals have a tendency to overwhelm biosystems, a very unnatural progression as evidenced by the side effect profiles. EST works through biosystems and their controls. We have presented multiple mechanisms, most documented and one postulated, which demonstrate initial facilitation and then quick resolution of the inflammatory process to prevent it from leading to chronic inflammation and chronic pain. While complex, all concepts above fit together when taken into the context of signaling cAMP; however, the basic signaling mechanism could easily be the oscillo/torsional ionic action on cyclic AMP. Through this and the other mechanisms discussed, cellular derangements are returned to normal in optimum physiological time.

A paradigm shift in our approach should begin soon. Many patients in chronic pain are simply being under treated for various reasons. Narcotic medications are being diverted in increasing numbers. Most importantly, a recent study on adverse drug events based on the FDA voluntary reporting system has found the death rate has increased out of proportion to the increase in the number of prescriptions written, and the greatest culprits are pain medications and immune modulating drugs. The authors emphasized that these findings "show that the existing system is not adequately protecting patients and underscores the importance of recent reports urging far-reaching legislative, policy and institutional changes." One purpose of this paper is to get the pain management physician to start to think about modifying the therapeutic approach, which might begin by emphasizing the physics approach as well as the pharmacological approach.

The following from Potter and Funk, written in 1917, still apply: "Success in electrotherapeutics depends on an adequate knowledge of physiology and pathology as related to the human body; on a mastery of the laws that govern electricity [physics]; on the possession of efficient apparatus, the achievement of good technique by practice and the good judgment to apply all these requirements ... Electrotherapeutics is not a system to be used to the exclusion of other therapeutic measures, but is a worthy addition to any physician's armamentarium ..."

**Conclusion:** While we believe additional studies involving the treatment of inflammatory processes with EST are important, there appears to be enough evidence to encourage the primary or adjuvant use of EST for inflammatory conditions and for the potential replacement of chemical steroids. EST and the evidence presented have placed us on a threshold of discovery; it is time to apply this knowledge in the clinical setting. The alternative role of EST will depend on the outcomes of well-conducted clinical trials which utilize this reasonable and safe approach.

[READ THE STUDY](#)

### **Bioelectricity and microcurrent therapy for tissue healing – a narrative review**

**Source:** Poltawski, L and Watson, T: Physical Therapy Reviews 2009 VOL 14 NO 2 (105-114); School of Health and Emergency Professions, University of Hertfordshire, Hatfield, AL10 9AB, UK

**Background:** Microcurrent therapy (MCT) uses electric currents similar to those produced by the body during tissue healing. It may be a particularly beneficial where endogenous healing has failed.

**Aim:** To review evidence regarding microcurrent in tissue healing and the application of MCT.

**Methods:** All peer-reviewed studies concerning microcurrent and MCT were sought, and representative literature was synthesized to indicate the scope and weight of current evidence.

**Results:** Microcurrent appears to play a significant role in the healing process, and MCT can promote healing in a variety of bone and skin lesions. The evidence for other tissues is encouraging but presently scant.

Summary: MCT may have unrealized potential in the treatment of dysfunctional tissue healing and deserves greater attention by researchers and clinicians.

Conclusions: The evidence in support of MCT is convincing enough to justify its inclusion in the clinician's repertoire for treatment of several examples of recalcitrant bone and skin lesions.

[LINK TO SOURCE](#)

***The use of acupuncture-like electrical stimulation for wound healing of lesions unresponsive to conventional treatment***

**Sumano H, Mateos G (1999):** Am J Acupunct. Sep-Oct;9(5):42-5.

**Source: Program of Physical Therapy, Marquette University, Milwaukee, Wis, USA.**

**Abstract:** Based on previous experimental evidence suggesting improved healing of wounds treated with electrical stimulation, we conducted a clinical trial with patients seeking alternative medicine after unsuccessful conventional medical treatment. Electricity was delivered in two forms: (1) For wounds with extensive loss of tissue and/or those that had failed to heal spontaneously, electrical stimulation was delivered via subcutaneously inserted needles surrounding the wound edges and applying a dose charge of 0.6 coulombs/cm<sup>2</sup>/day; (2) in second degree burn injuries, lesions were covered with gauze soaked in a 10% (w/v) sterile saline solution and the same dose of electricity was applied as for (1). Forty-four patients were treated with electrical stimulation of the skin; 34 in group (1) and 10 in group (2). Following electrostimulation in all patients in both groups healing proceeded in a thoroughly organized manner, almost regardless of the severity of the type of wound or burn treated. Advantages and limitations of this technique are discussed. PMID: 10513093

[READ THE STUDY](#)

***Promotion of wound healing with electrical stimulation***

**Kloth LC, McCulloch JM (1996)** Adv Wound Care., 27(1-2):5-14.

Department of Physiology and Pharmacology, School of Veterinary Medicine, National Autonomous University of Mexico, Mexico City.

**Abstract:** Clinicians involved in the conservative care of chronic wounds have many treatment interventions from which to choose, including debridement/irrigation, dressings, pressure-relieving devices, hyperbaric or topically applied oxygen, whirlpool/pulsed lavage, ultrasound, topical antibiotics, and cytokine growth factors. All except the last two interventions are physical treatments that create a wound-tissue environment conducive to healing.

Unfortunately, many chronic wounds heal very slowly, do not heal, or worsen despite the best efforts of caregivers to promote tissue repair. An intervention commonly used to treat chronic wounds, especially by physical therapists, is electrical stimulation (ES).

The rationale for use of this method is based on the fact that the human body has an endogenous bioelectric system that enhances healing of bone fractures and soft-tissue wounds. When the body's endogenous bioelectric system fails and cannot contribute to wound repair processes, therapeutic levels of electrical current may be delivered into the wound tissue from an external source. The external current may serve to mimic the failed natural bioelectric currents so that wound healing can proceed.

Certain chemotaxic factors found in wound substrates contribute to tissue repair processes by attracting cells into the wound environment. Neutrophil, macrophage, fibroblast, and epidermal cells involved in wound repair carry either a positive or negative charge. When these cells are needed to contribute to autolysis, granulation tissue formation, anti-inflammatory activities, or epidermal resurfacing, ES may facilitate galvanotaxic attraction of these cells into the wound tissue and thereby accelerate healing. PMID: 9069747



READ THE STUDY

### ***The Effect of Microcurrent Electrical Stimulation on the Foot Blood Circulation and Pain of Diabetic Neuropathy***

**Park, RJ; Son, H; Kim, K et al. (2011)** Journal of Physical Therapy Science (23)3:515-518

**Source: Department of Physical Therapy, College of Rehabilitation Science, Daegu University, South Korea**

**Purpose:** This study was performed to investigate the effect of microcurrent electrical stimulation on the foot blood circulation and the degree of pain experienced by diabetes patients. Twenty nine patients with diabetic neuropathy over the age of 60 were randomly divided into an experimental (16 patients,  $67.9 \pm 8.0$  years) and a control group (13 patients,  $70.4 \pm 4.4$  years).

**Methods:** Both groups walked on a treadmill at a comfortable pace for 50 min/day, 5 days/week for 4 weeks, and each participant's body weight, body composition, and blood lipid were examined at the baseline and 4 weeks later.

**Results:** The results show that the foot blood flow rate increment after the intervention was significantly different between the experimental group and the control group, and the VAS was also significantly different.

**Conclusion:** Based on the study results, we consider that microcurrent electric stimulation of the foot may be helpful for preventing the pain and diabetic ulcers by increasing the foot blood circulation in diabetes patients.

READ THE STUDY

### ***Electro-membrane microcurrent therapy reduces signs and symptoms of muscle damage***

**Lambert MI, Marcus P, Burgess T, Noakes TD (2002).** Med Sci Sports Exerc. Apr;34(4):602-7.

**Source: MRC/UCT Research Unit for Exercise Science and Sports Medicine, P.O. Box 115, Newlands, South Africa.**

**Purpose:** Delayed onset muscle soreness (DOMS) occurs after unaccustomed physical activity or competitive sport, resulting in stiff, painful muscles with impaired function. Acustat electro-membrane microcurrent therapy has been used to treat postoperative pain and soft tissue injury; however, its efficacy in reducing symptoms of muscle damage is not known.

**Methods:** Thirty healthy men were recruited for a double-blind, placebo-controlled trial. The muscles of their nondominant arms were damaged using an eccentric-exercise protocol. Subjects were then randomly assigned to treatment with either Acustat or a matching placebo membrane for 96 h and monitored for a total of 168 h.

**Results:** Subjects in both groups experienced severe pain and swelling of the elbow flexors after the eccentric exercise. After 24 h, the elbow joint angle of the placebo group had increased significantly more than those in the Acustat group ( $13.7 \pm 8.9$  degrees vs  $7.5 \pm 5.5$  degrees; placebo vs Acustat,  $P < 0.05$ ), possibly as a consequence of the elbow flexor muscles shortening. For the first 48 h after exercise, maximum voluntary contraction of the elbow flexor muscles was significantly impaired in the placebo group by up to 25% ( $P < 0.05$ ), whereas muscle function was unchanged in the Acustat group. Peak plasma creatine kinase activity was also lower in the Acustat group (peak =  $777 \pm 1438$  U.L-1) versus the placebo group (peak =  $1918 \pm 2067$  U.L-1; ( $P < 0.05$ ). The membranes were well tolerated by the subjects in both groups without any adverse effects.

**Conclusion:** These data show that treatment of muscle damage with Acustat electro-membrane microcurrent therapy reduces the severity of the symptoms. The mechanisms of action are unknown but



are likely related to maintenance of intracellular  $Ca^{2+}$  homeostasis after muscle-damaging exercise. PMID: 11932567

READ THE STUDY

### ***Microcurrent therapy: a novel treatment method for chronic low back myofascial pain***

**McMakin, Carolyn R, MA, DC. (2004)** Journal of Bodywork and Movement Therapies. Apr(8)2:143–153

**Source: Fibromyalgia and Myofascial Pain Clinic of Portland, 17214 SE Division Street, Portland, OR 97230, USA**

**Abstract:** Chronic low back pain associated with myofascial trigger point activity has been historically refractory to conventional treatment (Pain Research and Management 7 (2002) 81). In this case series study, an analysis of 22 patients with chronic low back pain, of 8.8 years average duration, is presented. Following treatment with frequency-specific microcurrent, a statistically significant 3.8-fold reduction in pain intensity was observed using a visual analog scale. This outcome was achieved over an average treatment period of 5.6 weeks and a visit frequency of one treatment per week. When pain chronicity exceeded 5 years, there was a trend toward increasing frequency of treatment required to achieve the same magnitude of pain relief. In 90% of these patients, other treatment modalities including drug therapy, chiropractic manipulation, physical therapy, naturopathic treatment and acupuncture had failed to produce equivalent benefits. The microcurrent treatment was the single factor contributing the most consistent difference in patient-reported pain relief. These results support the observation that rigorously designed clinical investigations are warranted.

READ THE STUDY

### ***Acupuncture Treatment Reduced Phantom-Limb Pain and Sensation***

**Medical Acupuncture**

**Volume 25, Number 1, 2013**

**Mary Ann Liebert, Inc.**

**DOI: 10.1089/acu.2012.0928**

**Synopsis:** This study reviewed current publications to determine if acupuncture therapy had been shown to have a positive effect on the symptoms of phantom-limb syndrome. Avazzia technology, especially combined with the Avazzia MEAD, can be used as a needleless form of acupuncture.

READ THE STUDY

### ***Nerve Stimulation Cuts Down on Migraines***

**By Crystal Phend, Senior Staff Writer, MedPage Today**

**Published: February 11, 2013**

**Reviewed by Robert Jasmer, MD; Associate Clinical Professor of Medicine, University of California, San Francisco and Dorothy Caputo, MA, BSN, RN, Nurse Planner**

**Synopsis:** A noninvasive device that electrically stimulates the trigeminal nerve prevented migraines for patients whose episodes could not be controlled by medication alone, a trial showed. The number of days with a migraine dropped significantly, by about two per month, in the supraorbital transcutaneous stimulation group, without a change in the sham control group, Jean Schoenen, MD, PhD, of Belgium's Liège University, and colleagues found.

READ MORE

## *Transcutaneous Electrical Nerve Stimulation for Chronic Postherpetic*

### *Neuralgia*

– Malcolm R. Ing, MD

“Treatment of postherpetic neuralgia (PHN) remains a challenging problem for clinicians. Herpes zoster is a relatively common disease with an incidence of 5 per 1000 patients per year. Involvement of the ophthalmic branch of the trigeminal nerve occurs in about 20% of cases. The typical clinical presentation of ophthalmic zoster is blisters and inflammation of the skin supplied by the first division of the trigeminal nerve. If the pain and inflammation remains in the skin after one month with persisting neuropathic pain, it is termed chronic PHN.

The risk of developing PHN is highest with increasing age and presents a major public health issue. Many treatment modalities have been considered with limited success. Side effects from medical treatment include nausea, sedation, postural hypotension, dizziness, and somnolence. Constipation and sedation from opioids make these drugs poorly tolerated in the elderly.

Biofeedback is a well accepted therapeutic treatment option. Electronic devices are often utilized in biofeedback therapy. Modern modification of these self-controlled electronic neuroadaptive regulation (SCENAR) devices, such as the Tennant BioModulator (TBM), have been granted a Food and Drug Administration class II designation to help with CPN.

[READ MORE](#)

## *97% of Terminal Cancer Patients Previously Had This Dental Procedure.....*

– Joseph Mercola, MD

“Do you have a chronic degenerative disease? If so, have you been told, “It’s all in your head?” Well, that might not be that far from the truth...The root cause of your illness may be in your mouth. There is a common dental procedure that nearly every dentist will tell you is completely safe, despite the fact that scientists have been warning of its dangers for more than 100 years.

Every day in the United States alone, 41,000 of these dental procedures are performed on patients who believe they are safely and permanently fixing their problem.

What is this dental procedure? The root canal. More than 25 million root canals are performed every year in this country.

Root-canaled teeth are essentially “dead” teeth that can become silent incubators for highly toxic anaerobic bacteria that can, under certain conditions, make their way into your bloodstream to cause a number of serious medical conditions—many not appearing until decades later.

Most of these toxic teeth feel and look fine for many years, which make their role in systemic disease even harder to trace back.

Sadly, the vast majority of dentists are oblivious to the serious potential health risks they are exposing their patients to, risks that persist for the rest of their patients’ lives. The American Dental Association claims root canals have been proven safe, but they have NO published data or actual research to substantiate this claim.”

[READ MORE](#)

## *Application of a BioModulator for Enhancing the Efficacy of Antibiotics Against Wound Pathogens*

– Vanessa Marcel1, Hosan Kim, Ph.D.1, and Mina Izadjoo1, and Jerry Tennant, MD2

In this study we used a BioModulator technology which generates microcurrent electrical impulses that are transmitted by electrodes in the device through the skin to interface with the body's internal peripheral nervous system for various therapeutic intervention. This technology is FDA approved for pain management. This research was focused on evaluation of the BioModulator and determine if synergistically enhances efficacy of antibiotics for treating wound infections. We studied the synergistic effect of the BioModulator and antibiotics by employing various testing parameters."

### *Antimicrobial Efficacy Testing of a BioModulator Technology* – Hosan Kim, Ph.D. 1, Jerry Tennant, MD2, and Mina Izadjoo1

"Due to the emergence of antibiotic and multi-drug resistant pathogens, there is a growing need for development of novel and effective antimicrobial therapeutics and devices. Infections have become the greatest threat to the life and recovery of the combat casualty who survives the immediate trauma of the insult. The Tennant BioModulators generates microcurrent, electrical impulses that are transmitted by electrodes in the device through the skin to interface with the body's internal peripheral nervous system for various therapeutic intervention. This technology is FDA approved for pain management. Our Study was focused on further evaluation of the handheld Tennant BioModulators as an antimicrobial therapeutic device."

[READ MORE](#)

*A randomized trial comparing the Tennant BioModulator to transcutaneous electrical nerve stimulation and traditional Chinese acupuncture for the treatment of chronic pain in military service members*  
–Kimberly S. Peacock, Erika Stoerkel, Salvatore Libretto, Weimin Zhang, Alice Inman, Michael Schlicher, John D. Cowsar Jr., David Eddie and Joan Walter

"Background: The present investigation tested the efficacy of the Tennant BioModulator, a novel pain management intervention that uses biofeedback-modulated electrical stimulation, to reduce chronic pain and its psychosocial sequelae in a sample of current and former military service members. The Tennant BioModulator used on its most basic setting was compared to two commonly used, non-pharmacological pain treatments—traditional Chinese acupuncture and transcutaneous electrical nerve stimulation (TENS)—in a comparative efficacy, randomized, open-label trial.

Methods: Participants included 100 active duty and retired service men and women with chronic pain undergoing treatment at the Brooke Army Medical Center in Texas, USA, randomly assigned to receive six, weekly sessions of either Tennant BioModulator treatment, traditional Chinese acupuncture, or TENS, in addition to usual care. Recruitment was conducted between May 2010 to September 2013. Outcome measures were collected at intake, before and after each treatment session, and at a 1-month follow-up. Intent-to-treat analyses were used throughout, with mixed models used to investigate main effects of group, time, and group × time interactions with consideration given to quadratic effects. Outcomes measured included ratings of chronic pain, pain-related functional disability, and symptoms of post-traumatic stress disorder (PTSD) and depression."

[READ THE STUDY](#)

### *Past Study by the SCNM Research Department*

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## About

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Copyright © 2024 Senergy Medical Group All Rights Reserved.  
Senergy Medical Group is the exclusive distributor of the Tennant BioModulator. Senergy is not a medical office and cannot provide medical advice or diagnosis. Tennant BioModulator is only FDA-accepted for pain management. This product is not intended to diagnose, treat, cure, or prevent any disease.



# B - EXHIBIT 9



Reaction Technology™ for Medical Therapies



# Tennant Biomodulator® Devices

What is the difference between Biomodulators and other Avazzia Devices?



Available exclusively from Senergy Medical Group per licensing agreement

See Senergy website for:

- ❶ Product information
- ❶ Training and education
- ❶ Customer Service

See product comparisons:

📄 Tennant Biomodulator

📄 Tennant Biomodulator Professional

Avazzia devices including the Biomodulator devices are U.S. FDA cleared for treating pain. They have been reviewed and cleared by the U.S. FDA for pain relief and for use with lead wires and electrode accessories that are listed and shown in the owner's manual instructions provided with the devices by the manufacturer. Electrode accessories include the self-adhesive, conductive electrode pads (patches), the Y-electrode for reaching and large tissue areas, the brush electrode for treating hairy areas, and the pencil electrode for treating small areas.

Information on this page is provided by Senergy Medical Group.







# What is the difference between Biomodulators and other Avazzia Devices?

## Dr. Tennant's frequency sets, protocols, training, and books

Biomodulators are premier microcurrent devices include a number of preset modes with frequency settings and patterns exclusively developed for Dr. Tennant and Senergy Medical Group, the exclusive distributor for Dr. Tennant's devices.

The exclusive modes are based on Dr. Tennant's research and are not available in any other Avazzia electrical stimulation medical device.

Dr. Tennant's protocols maximize pain management as well as overall health and wellness.

Biomodulator purchases includes self-study materials, coaching and support through Senergy Medical Group and access to the training conference live or online as well as master course information.

Information about Health Conferences is on the Senergy website under HEALTH CONFERENCE.

The Biomodulator PRO device was specifically developed with the practitioner in mind to maximize their clinical treatment services and patient experience. More sophisticated lay persons sometimes choose to purchase as well.

The Biomodulator PLUS home unit was the first custom device developed for Dr. Tennant and is a work horse in itself.

Both of these devices are manufactured by Avazzia exclusively for Senergy Medical Group, the exclusive distributor for Dr. Tennant's devices

Senergy's staff, support, and service

Customer support, training, and education by email or phone for maximizing the Biomodulator devices is available with Tennant Biomodulator devices: See link for training and education.

The Senergy Medical Group support staff are professional and experienced to help you.

The main difference with the Biomodulator devices is that the Biomodulator devices have custom proprietary modes that were developed for it by request from Dr. Tennant. The custom modes that were developed for Dr. Tennant are not available in any other Avazzia devices. There are no other modes in any other Avazzia devices that are the same as the custom modes developed for Dr. Tennant.

## Effectiveness

When asked if some of the other modes are as effective as his modes, Dr. Tennant said that he doesn't know because he has modes that work, so those are the modes that he uses. He doesn't try to use the other modes because it is not a valuable use of his time or his patient's time and experience.

Take cars for example. Both small cars and luxury cars can get you there, but they are different.

Avazzia medical devices including the Tennant Biomodulator devices are US FDA cleared for transcutaneous electric nerve stimulation for pain relief, but some of the specific mode frequency sets within the range of settings are different.

## What do the reaction numbers mean?

Dr. Tennant's published information about what is being measured is described in his book, Healing is Voltage® On/Off Switches, The Atlas, page 137. Dr. Tennant's published information is rich in discussions related to various meridians, batteries, and flow of energy, and other analytical aspects

“The BioModulator reads impedance with reactance and capacitance over time instead of ohms. It has been calibrated to be similar but not always exactly the same since it is reading something different than ohms.

You can’t use just a voltmeter to measure these circuits because the voltage in the body is constantly pulsing and you can’t get a proper end point. Thus since voltage is equal to amperage multiplied by impedance, it is assumed that if amperage is constant, voltage equals impedance, so that the impedance \*(ohms) reading you get is an indicator of voltage.

In all of the devices, readings are obtained by passing electrons through the system and reading what comes back.”

Avazzia does not speak “Voltage” language on the body as it is presented in Dr. Tennant’s book.

Avazzia’s explanations for the numbers and readings from a different perspective and are documented in Avazzia FAQs online at: IR-OR-D-Z .

Do the reaction numbers work the same in all the devices?



The numbers are calculated similarly; however, the non-Biomodulator devices have never been tried, tested, or evaluated for use with Dr. Tennant’s techniques that he uses in his clinic or that he teaches. If Dr. Tennant’s techniques are desired, then Dr. Tennant’s Biomodulator frequencies are the ones that he has evaluated.

Are the Reaction readings on ProSport the same as the Tennant Biomodulator Pro? The Reaction IR/OR readings are similar; however the Reaction readings on the Tennant Biomodulator Pro are scaled for consistency to his trainings. D, Z, and speed of reaction are the same.

Is there an advantage either way? The Tennant Biomodulator Pro Reaction IR/OR numbers are scaled for his training.

## Are these devices like TENS devices?

While Avazzia's electrical stimulation medical devices, including the Tennant Biomodulator devices fall within the broad general class of TENS, they offer built-in unique features including unique interactive waveforms and REACTION Technology™ and responses to the tissue. An overview of the neurostimulation technology is here.

Avazzia Basic Neuromodulation Technology is also explained: [click here](#)

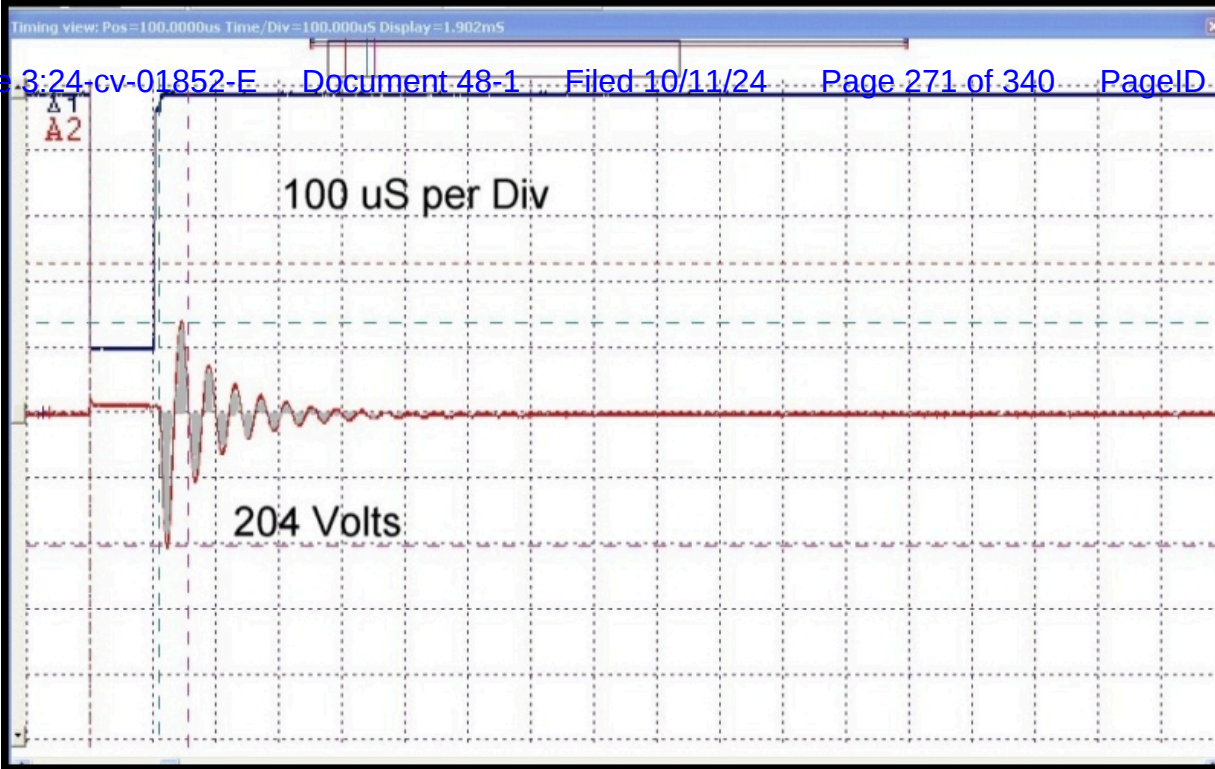
## All Microcurrent is not equal.

Avazzia devices incorporate a dynamic high-voltage biphasic (AC) asymmetrical damped sinusoidal waveforms that result in gentle microcurrent output.

Microcurrent outputs vary and can be produced by any number of output patterns and still be microcurrent.

Avazzia microcurrent devices including the Biomodulators produce various frequency output patterns with these damped sinusoidal frequency patterns. Microcurrent output in Avazzia devices is dynamic as well. See link to technology page.

Biphasic damped asymmetrical sinusoidal complex frequency patterned microcurrent:



Tennant Biomodulators are made with the same Avazzia quality and dependability:

- Technology
- Microcurrent
- Output Waveforms
- REACTION Technology™ and digital objective format including Initial Reactions, Ongoing Reactions, Speed of Reactions
- Dynamic changing outputs
- Manufactured and assembled by Avazzia in Texas with foreign and domestic components

Biomodulators are made with the same Bio-Electric Stimulation Technology™ (BEST) platform, but with unique frequency patterns developed for Dr. Tennant based on his years of research and clinical experiences.

The BEST™ platform provides for 5 control variables for modulating the output wave forms and frequency patterns:

- 1) frequency of output stimulation
- 2) pulses per packet
- 3) timing between pulsed outputs per packet
- 4) damping of outputs changing the max voltage and the pulse width

second).

Current is a function derived from the output waveform shape, damping, pulses per packet and frequency and power intensity settings.

The custom frequency patterns and settings developed for Dr. Tennant are in the Biomodulator devices, and they are not found in any other Avazzia devices.

The Biomodulator PRO devices have both standard Avazzia frequency sets and modes as well as Dr. Tennant's custom modes.

The Biomodulator devices are exclusively available from Senergy per licensing agreements.

In summary, what is the Tennant Biomodulator difference?

- Dr. Tennant's frequency sets and unique modes
- Dr. Tennant's experience, teachings, training, and books
- Senergy Medical Group Staff, Support, and Service

Prescription required. Avazzia devices are not intended for diagnosis or treatment of disease.

Not covered by most insurance.

Warning: Not intended for individuals with pacemaker or other implanted electronic device or who may be pregnant.

MKT-180401-72 B

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# B - EXHIBIT 10





August 16, 2024

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***Sent via Email***

**Re: Marten Group, Inc., et al. v. Jerald Tennant, et al.  
N.D. Texas Dallas Division – No. 3:24-cv-01852-E**

Dear Counsel:

We write on behalf of Dr. Tennant and the other defendants in the above captioned lawsuit. We enclose for your and Scott Tennant's review, a proposed engagement letter from Robert Lang of Alvarez & Marsal (A&M). We propose, and understand that Scott Tennant has already agreed to, A&M conducting an independent review of royalty payments in accordance with Sec. 6 of the Royalty Agreement. Dr. Tennant agrees to bear the cost of the review while reserving the right to be reimbursed in the event that A&M determines that Grantee has underpaid the royalties due under the Agreement. In light of the pending lawsuits between the parties and the parties' mutual interest in minimizing any alleged damages relating to each side's claims, we propose the following:

1. The independent certified public accountant shall perform his work during the balance of August and as needed in September. A&M will include each side's counsel on all of its work product, including its final report.
2. The parties agree to mediate all of their disputes before John DeGroot on October 1, 7, or 8, 2024. The time between the parties' agreeing to this approach and the mediation date will be the "Dispute Resolution Period."
3. To the extent your clients have instructed or required Avazzia not to sell products to Dr. Tennant or his affiliates (e.g., Tennant Products, Tennant Systems, et al.), they will withdraw that mandate during the pendency of the Dispute Resolution Period.

We think that the framework described above will provide the parties with a realistic opportunity to reach a global resolution of their disputes. If your clients would prefer to continue to litigate, our clients will vigorously protect their rights in both the federal and state court suits.

August 16, 2024  
Page 2



If your clients agree to this approach, please return the executed A&M agreement and confirm your agreement **by 5:00 p.m. Pacific on August 20.**

Very truly yours,

A handwritten signature in black ink, appearing to read "TLF", is positioned above the typed name of the sender.

**Tyler L. Farmer**  
Partner

TLF:emf  
Enclosure

cc: Ariel Martinez



Alvarez & Marsal  
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Phone: +1 212 759 4433  
Fax: +1 212 759 5532

**CONFIDENTIAL**

August 14, 2024

Dr. Jerald Tennant  
Tennant Devices and Accessories, LLC  
9901 Valley Ranch Pwky East, Suite #2000  
Irving, TX 75063

Scott Tennant  
Marten Group, Inc. d/b/a Senergy Medical Group  
9901 Valley Ranch Pkwy East, Suite #1009  
Irving, TX 75063

*Re: Independent Review of Royalty Payments (the “Action”)*

Dear Dr. Tennant and Mr. Tennant:

This letter confirms our understanding of the scope and terms of the joint retention of Alvarez & Marsal Disputes and Investigations, LLC (“A&M”) as a neutral independent expert by Tennant Devices and Accessories LLC and The Marten Group, Inc. d/b/a Senergy Medical Group to perform certain services further described below in connection with the above referenced Action (the “Engagement”). In this letter, Tennant Devices and Accessories LLC and The Marten Group, Inc. are referred to jointly as the “Parties” and each as a “Party.” Unless you notify us in writing prior to A&M commencing services, the terms hereof will be deemed accepted as of the date of this letter and will terminate at the conclusion of such services.

**I. Description of Services**

A&M shall provide the following services to the Parties as an independent third-party expert in connection with the Action:

- (1) Review of accounting, sales and other data necessary to calculate royalties; and
- (2) such other services as may be agreed to by A&M and the Parties.

The specific procedures to be performed by A&M will be established based on discussions with you as the Engagement progresses and as additional information is obtained. Because A&M will be acting as independent experts or consultants, its reports or advice must be objective and impartial. The Parties acknowledge that no reliance shall be placed on draft reports, or preliminary conclusions or advice, whether written or oral. A&M agrees to perform its work in consultation with the Parties but A&M shall have sole control over the substance of its conclusions and the

**CONFIDENTIAL**

August 14, 2024

Page 2

form and content of its reports.

## **II. Engagement Staffing and Fees**

Robert Lang, an A&M Managing Director, will be responsible for this Engagement on behalf of A&M. Other A&M professionals will also be working on this Engagement, as appropriate. A&M personnel providing services to you may also work with other A&M clients in conjunction with unrelated matters. A&M may use subcontractors to provide services described herein.

A&M bills for its professional services on the basis of its hourly rates, which range from \$250 to \$800. These rates shall be subject to adjustment annually at such time as A&M adjusts its rates. A&M agrees to inform the Parties promptly of any rate adjustment.

A&M also will bill for reasonable direct out-of-pocket third-party expenses and 8% of fees billed for in-house indirect administrative expenses such as telephone charges, computer use, in-house copying, facsimiles, and other internal services.

All fees and expenses will be billed and payable on a monthly basis or, at A&M's discretion, more frequently. Invoices will be sent directly to Dr. Jerald Tennant and Tennant Devices and Accessories, LLC and are 100% payable by this Party. Payment is due upon receipt and is not contingent upon the substance of any conclusions reached by A&M or the outcome or final resolution of the Action. In addition, A&M shall be reimbursed by Dr. Jerald Tennant for the reasonable fees and expenses of its counsel incurred in connection with the enforcement of this agreement.

A&M requires that all outstanding fees and expenses incurred be paid before the issuance and delivery of any report, attendance at any deposition or hearing or the rendering of any deposition or trial testimony or other sworn statement/submission.

Dr. Tennant/Tennant Devices and Accessories, LLC shall promptly remit to A&M a retainer in the amount of \$10,000 (the "Retainer"). The Retainer will be held in a segregated non-interest-bearing account (which may hold other A&M and A&M affiliate client retainers), separate from the general account to which A&M will direct payment of ongoing fees and expenses. Absent your agreement to the contrary, A&M may only draw on the Retainer (or a portion thereof) in order to apply to invoices that are due and payable or other amounts due under this agreement or as the Party may otherwise agree and the Party will be informed of such application of the Retainer. If a Retainer is to be increased or decreased, the foregoing shall apply.

## **III. Term**

This Engagement shall be deemed to have commenced on the date the services described therein were first requested and may be terminated by any party without cause by giving 30 days' written notice to the other parties. In the event of any such termination, any fees and expenses incurred by A&M shall be remitted promptly. The engagement will otherwise terminate at the conclusion of the tasks pursuant to the Order as set out in Section I above.

**CONFIDENTIAL**

August 14, 2024

Page 3

**IV. Relationship of the Parties and Regulatory Body Standards**

The parties intend that an independent contractor relationship will be created by this engagement letter. A&M will comply with applicable professional standards. Further, the Engagement shall not constitute an audit, review, or compilation that is subject to the rules of the AICPA, SEC, the PCAOB, or other state, national, or international professional or regulatory bodies.

**V. No Third-Party Beneficiary and Limitations on Use**

The Parties agree that, without A&M's prior written permission, there are no third-party beneficiaries. Other than in connection with the Action or as required by law, no A&M work product (written or oral) generated in connection with this Engagement shall be made public, including by filing with any court. A&M work product may not be used for any purpose other than in connection with the Action as set out in the Order.

**VI. Conflicts and Related Understandings**

A&M has performed an internal search for any potential conflicts based upon the names in the Action. Nothing has come to our attention that, in our judgment, would impair our ability to objectively act as an impartial independent expert in this Engagement. The Parties agree that they will inform us promptly of additional parties in the Action or of name changes from those parties whose names were provided. It is possible that A&M may have rendered or will render services to or have associations with any of the Parties in matters unrelated to this Engagement. A&M will not represent, in this Action, the interests of either of the Parties in connection with the Action.

We will not be prevented or restricted by this Engagement from providing services in matters unrelated to the Action, and you agree to waive any conflict of interest that may arise in connection with any such other engagement. It is agreed that, during the term of this Engagement, A&M and its affiliates may continue or accept other engagements to provide professional services for or relating to any of the Parties in connection with matters unrelated to this Engagement. Each of the Parties acknowledges and agrees that A&M will be under no obligation to update its conflicts search or otherwise to undertake any process to identify other engagements that might be accepted or continued during the term of this Engagement or to identify other relationships or interests with the Parties. Each of the Parties also acknowledges and agrees that A&M will have no obligation to obtain the consent of or make any disclosures to any of the Parties with respect to A&M's acceptance or continuation of such other engagements, relationships, or interests.

Each of the Parties acknowledges and agrees that (1) none of the relationships set forth or described in the foregoing paragraphs of this "Conflicts" section will adversely impact the impartiality of A&M hereunder and (2) A&M will be deemed to be impartial both in appearance and in fact for purposes of this Engagement.

**VII. Confidentiality**

A&M agrees that it will take steps to limit access to any Engagement information to those who have a need to know such information. All obligations as to non-disclosure shall cease as to any

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part of Engagement information to the extent that 1) such information is or becomes public other than as a result of a breach of this provision, 2) as directed by the Parties, or 3) as required by law.

If any person or entity requests or subpoenas any information or materials relating to the Action, we will inform the Parties of such request or subpoena. The Parties agree on a joint and several basis to reimburse A&M for any time and expenses related to the request or subpoena.

#### **VIII. Limitation on Liability**

In no event shall A&M, its affiliates, and their partners, principals, and personnel be liable to the Parties, whether a claim be in tort, contract or otherwise, for any amount in excess of the total professional fees paid pursuant to this agreement except to the extent the damages were caused primarily and directly from the fraud or willful misconduct of A&M relating to such services. In no event shall A&M or its personnel be liable for any consequential, special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to this Engagement (including, without limitation, loss of profit, data, business or goodwill or similar damages) even if advised of the possibility of such damages. In no event shall A&M be responsible for damage to computers or electronic media of any type, including tapes, CDs, DVDs or hard drives, etc. A&M does not warrant and is not responsible for any third-party software.

#### **IX. Indemnification**

The Parties agree on a joint and several basis to hold harmless and indemnify A&M and its affiliates (including their officers, partners, principals, members, managers, employees, and agents) against all claims, damages, and costs (including reasonable attorney's fees and disbursements) arising out of this Engagement, except to the extent such claims, damages and costs are finally determined to have resulted from any actions by A&M constituting fraud or willful misconduct..

#### **X. Disputes**

This agreement (a) shall be governed and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflict of laws thereof; (b) incorporates the entire understanding of the parties with respect to the subject matter hereof; and (c) may not be amended or modified except in writing executed by all parties hereto. Any claims and disputes arising under or relating to this agreement or the services will be submitted to the American Arbitration Association ("AAA") for binding arbitration before three (3) arbitrators and prompt resolution pursuant to the Federal Arbitration Act (Title 9 of the United States Code) and the AAA's published Commercial Arbitration Rules in effect on the date of this agreement. A&M and the Parties each shall nominate one arbitrator and the two arbitrators so appointed shall appoint the third arbitrator. A&M and the Parties agree to this exclusive remedy, and to be bound by the results of arbitration.

The arbitration hearing will be held in New York, New York. Notwithstanding the foregoing, either party shall be entitled to seek injunctive or other equitable relief from any court of competent jurisdiction, without the need to resort to arbitration. To the extent that the rules of arbitration set



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forth above permit the commencement of any judicial proceeding, each party consents and submits to the personal jurisdiction of and exclusive venue in the federal courts with jurisdiction over the Southern District of New York or, if such courts lack subject matter jurisdiction, in the New York state courts with jurisdiction over New York County, New York. Each party waives all defenses of lack of personal jurisdiction and forum non-conveniens in such courts. Any action against A&M must be brought within 18 months after the services giving rise to the action are rendered.

If any term or provision of this agreement is determined to be illegal or unenforceable, such term or provision shall be deemed stricken, and all other terms and provisions shall remain in full force and effect.

**XI. Miscellaneous**

Unless otherwise agreed, A&M shall retain all documents received and workpapers prepared in accordance with our retention policy.

Sections V, VII, VIII, IX, X and XI of this agreement shall survive the expiration or termination of this agreement.

This agreement contains the entire understanding between the parties hereto, including the Parties. No term of this agreement shall be deemed waived, altered or amended other than by a document in writing signed by the party against whom such waiver, alteration or modification is sought to be enforced.

This agreement may be signed in one or more counterparts (by original or facsimile or electronic signature) and each of which, when so executed, shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

Depending on future developments, the spread of the Coronavirus has the potential to affect the services provided under this agreement. Travel, workplace and mobility restrictions (to include measures reasonably mandated by A&M with respect to its employees and personnel) may restrict travel to the Parties and other work sites as well as limit access to facilities, infrastructure, information and personnel of A&M, the Parties or others. Such circumstances may adversely affect the timetable or content of A&M's deliverables and completion of the scope of services included in this Agreement. A&M will discuss with the Parties if A&M believes that the services may be impacted in this way. The Parties accept and acknowledge that A&M employees and personnel may attend at the Parties' work locations or physically interact with the Parties' employees and personnel in connection with the services, unless A&M or the Parties decide that this should not be the case.

The parties acknowledge that: (i) A&M may correspond or convey documentation via Internet e-mail unless the Parties expressly requests otherwise, (ii) A&M has no control over the performance, reliability, availability, or security of Internet e-mail, and (iii) A&M shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond A&M's reasonable control.

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If the foregoing is acceptable to you, kindly sign the enclosed copy to acknowledge your agreement with its terms.

Very truly yours,

ALVAREZ & MARSAL DISPUTES AND INVESTIGATIONS, LLC



By:

Name: Robert Lang

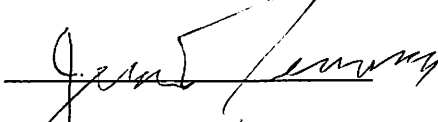
Title: Managing Director

AGREED TO AND ACCEPTED:

Tennant Devices and Accessories LLC

By:

Name:

  
JERROLD STEINHART

Title:

AGREED TO AND ACCEPTED:

Marten Group, Inc. d/b/a Senergy  
Medical Group

By:

Name:

Title:



# B - EXHIBIT 11

**Kellie McDonald**

---

**From:** Casey Griffith <casey.griffith@griffithbarbee.com>  
**Sent:** Tuesday, August 20, 2024 4:13 PM  
**To:** Tyler Farmer  
**Cc:** Erin Fujita; Ariel Martinez; Kellie McDonald; Michael Barbee; Kirk Voss; Joshua Yun  
**Subject:** Marten Group, Inc. v. Jerald Tennant, et al.



Tyler,

I'm writing in response to your August 16, 2024 correspondence to my firm. Regarding your proposal:

1. We will not agree to an independent review of royalty payments.
2. We agree to an early mediation but do not agree to John DeGroote. For a dispute like this, we propose Ross Stoddard. Please let us know if you are okay with Stoddard and we can check dates.
3. We do not agree to any restrictions on our communications or dealings with Avazzia.

Happy to discuss further if you wish.

Regards,

**Casey Griffith | Partner**  
**Griffith Barbee PLLC**

1722 Routh St., Ste. 910, Dallas, TX 75201

**O:** 214.446.6022 **C:** 214.662.7140

# EXHIBIT C

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

MARTEN GROUP, INC. d/b/a  
SENERGY MEDICAL GROUP and  
SCOTT TENNANT,

Plaintiffs,

v.

JERALD TENNANT, MD, JOHN  
TENNANT, TERESA JESSEN  
TENNANT, JARED TENNANT,  
TENNANT DEVICES AND  
ACCESSORIES, LLC, and  
CURADOR, LLC,

Defendants.

Case No. 3:24-cv-01852

**JURY TRIAL DEMANDED**

**DECLARATION OF JARED TENNANT IN SUPPORT OF DEFENDANTS'**  
**MOTION FOR PRELIMINARY INJUNCTION**

I, Jared Tennant, hereby declare as follows:

1. I am one of the Defendants in this matter. I am over age 18 and am competent to be a witness. I am making this declaration based on facts within my own personal knowledge.

2. I went to Austin Community College before transferring to Southwest Texas State University (now Texas State University). I completed my degree in 2001 with a major in business and minor in sociology. Later, when I was working as a photographer, I started building drones to help me capture the best pictures. My

experience building these drones—which were not available to the public—is where I learned about manufacturing electronic devices.

3. In early 2001, I worked with my father, Dr. Tennant to set up a website related to his sale of SCENAR devices—*i.e.*, a predecessor to the Tennant Biomodulator devices. At that time, my father was prescribing these devices in connection with his medical practice. In 2001 to 2002, I also participated in outside sales of these devices. After this time frame, I was not directly involved with my father's business for several years.

4. In the 2016 to 2019 time period, I was working as a photographer and videographer. During that time frame, Dr. Tennant had licensed to Scott Tennant the permission to sell Dr. Tennant's branded devices through Senergy. Senergy would hire me to film Dr. Tennant's weekend education conferences where he would introduce the Tennant marked products and the correct way to use them. I would edit those videos so that they could be used for marketing and education related to my father's medical practice at the Tennant Institute. I also filmed instructional videos in which my father or his medical staff would demonstrate how to use the Tennant marked products. I also took pictures for use by my father's practice, including the photo for the Healing is Voltage education materials cover.

5. In 2019, I began working with my father on a new version of the Tennant Biotransducer. This was because Avazzia had attempted to manufacture a

similar device—the Tennant Biontrasducer crystal wave—but that product did not perform to my father’s expectations. My father had then worked with a Florida manufacturer, PhPrescription, to produce the original Tennant Biotransducer Pro. Again, however, this version of the product did not meet my father’s expectations, in part because the parts used to manufacturer them were not high quality. As a result, there was an unacceptable malfunction rate. So, in 2019, I proposed to my father that I could make a better quality product.

6. In 2020, after several months of development, I had created a device that fit my father’s specifications and quality. That product is known as the Tennant Biotransducer Pro II (or sometimes referred to as the Tennant Biotransducer Pro 2020). In early 2021, I applied for a patent related to this new product, and the patent issued August 2023.

7. Throughout this time, my father had permitted Scott to sell the Tennant Biotransducer in exchange for a royalty payment. Once I developed the improved version, my father directed Scott to transition Senergy’s sales of the Tennant Biotransducers to this new version I had developed. I sold the first 30 of these devices to Scott on July 8, 2020.

8. As the manufacturer of the Tennant Biotransducer Pro II devices, I also repair any such devices when customers experience problems. In connection with the repair work, Senergy e-mailed me a spreadsheet documenting the repairs made to

Tennant Biotransducer Pro II devices for the years 2020, 2021, and 2022. Attached as **Exhibit C-1**<sup>1</sup> is a true and correct copy of the email and attachment. The spreadsheets also included sales volume data that shows total Tennant Biotransducer Pro II devices sold each of those years compared to the repairs sent out to customers during the same year. *Id.* This internal Senergy sales data is vastly different than the sales data Senergy provided to Dr. Tennant. For example, the data provided to Dr. Tennant for the 2021 year- which they used as the basis for his royalty payments – showed only 388 total Tennant Biotransducer Pro II devices sold. **Jerald Tennant Exhibit A-18.** But, the spreadsheet provided to me shows 593 of the same devices sold in that year, which was consistent with my business records of devices that I had manufactured and sold. In other words, Senergy underreported 205 sales of this device to Dr. Tennant in connection with his royalty payments.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed at           Dallas          , Texas on this 28th day of August, 2024.

DocuSigned by:  
  
B0E7F6C7974F4C2...  
JARED TENNANT

---

<sup>1</sup> To protect their privacy and because they are irrelevant to the motion, the patient names in Exhibits C-1 have been redacted.

**CERTIFICATE OF SERVICE**

I certify that this document is being served via ECF on counsel of record.

/s/Tyler L. Farmer  
Tyler L. Farmer



# C - EXHIBIT 1

**Attachments:** BTP2REPAIRS.xlsx

----- Forwarded message -----

From: **Jerry Gutierrez** <[jerry@senergy.us](mailto:jerry@senergy.us)>  
Date: Mon, Feb 6, 2023 at 1:00 PM  
Subject: FW: BTP2 Repairs  
To: [jaredtennant@gmail.com](mailto:jaredtennant@gmail.com) <[jaredtennant@gmail.com](mailto:jaredtennant@gmail.com)>

---

**From:** Jerry Gutierrez  
**Sent:** Monday, February 6, 2023 12:46 PM  
**To:** [jaredtennant@gmail.com](mailto:jaredtennant@gmail.com)  
**Subject:** FW: BTP2 Repairs

I got this from Chris

---

**From:** Chris Gutierrez <[chris@senergy.us](mailto:chris@senergy.us)>  
**Sent:** Tuesday, January 10, 2023 1:22 PM  
**To:** Jerry Gutierrez <[jerry@senergy.us](mailto:jerry@senergy.us)>  
**Cc:** David Childers <[david@senergy.us](mailto:david@senergy.us)>  
**Subject:** BTP2 Repairs

Attached is the list of BTP2 repairs sent for 2020-2022.

This list only includes replacements that we mailed out. It does not include conference/in house replacements. We could add approx. 10-12 per year for those.

Top issues being:

- Loose Internal Parts
- Loose Top Cap(Wires exposed)
- Loose RCA Port

- Defective on/off switch
- Charging Issues
- LED Flicker(In early SNs)

Chris  
Gutierrez

Senergy  
Medical  
Group

Phone 972-  
580-  
0545 Direct  
214-379-1385

Web  
[senergy.us](http://senergy.us), E  
mail  
[chris@senergy.us](mailto:chris@senergy.us)

[9901 Valley  
Ranch Pkwy E,  
Ste 1009,  
Irving, TX  
75063](#)



GET WELL. BE WELL. LIVE WELL

2020 List of Repairs				
Redacted Customer Names for Filing	BTP2-00501-0141	LED Flicker	Total BTP2 sold in 2020: 130	
	BTP2-00501-0019	Defective RCA Port		
	BTP2-00501-0179	Unit will not charge	Total BTP2 repairs sent: 120	
	BTP2-00501-0105	LED Flicker		
	BTP2-00501-0163	LED Flicker/unit will not charge		<--- represents cusomters who have had multiple repairs
	BTP2-00501-0131	LED Flicker		
	BTP2-00501-0189	LED Flicker (Deborah Dias)		
	BTP2-00501-0145	Top Casing loose MAIL UPS!		
	BTP2-00501-0025	LED Flicker/Defective Charging Port		
	BTP2-00501-0204	Unit will not charge		
	BTP2-00501-0103	Cracked Lens		
	BTP2-00501-0190	Defective charging port, Top casing loose		
	BTP2-00501-0089	Top Casing loose		
	BTP2-00501-0073	Unit will not charge		
	BTP2-00501-0138	Charging Issues		
	BTP2-00501-0004	Defective RCA Port		
	BTP2-00501-0235	Defective RCA Port		
	BTP2-00501-0118	Unit will not charge		
	BTP2-00501-0140	Defective LED		
	BTP2-00501-0165	Defective LED		
	BTP2-00501-0260	Unit will not charge		
	BTP2-00501-0115	Defective charging		
	BTP2-00501-0188	Loose internal parts		
	BTP2-00501-0156	LED Flicker		
	BTP2-00501-0123	Defective LED		
	BTP2-00501-0106	Defective charging port		
	BTP2-00501-0113	Inconsistent charging		
	BTP2-00501-0181	Defective on/off switch		
	BTP2-00501-0196	Defective LED		
	BTP2-00501-0338	Defective LED		
	BTP2-00501-0191	Top Casing Loose		
	BTP2-00501-0071	Defective LED		
		Top Casing Loose		
	BTP2-00501-0199	Unit will not charge		
	BTP2-00501-0036	Defective LED		
		Defective On/Off switch		
	BTP2-00501-0201	Defective chargin port		

Redacted Customer Names for Filing	BTP2-00501-0159	Defective Charging Port		
	BTP2-00501-0330	Defective on/off switch		
	BTP2-00501-0161	Defective LED		
	BTP2-00501-0223	Device will not turn on		
	Leo BT-Pro			
	BTP2-00501-0238	Device will not turn on		
	BTP2-00501-0166	Defective LED		
		Loose internal parts		
	BTP2-00501-0281	Defective Top Cap		
	BTP2-00501-0172	Defective Charging/Unit will not turn on		
	BTP2-00501-0203	Defective on/off switch		
	BTP2-00501-0236	Unit will not charge		
	BTP2-00501-0189	Defective on/off switch		
	BTP2-00501-0014	Defective RCA Port		
	BTP2-00501-0325	Device will not turn on		
	BT-PWR01008461	Not holding charge		
	BTP2-00501-0086	Defective Charging Port		
	BTP2-00501-0051	LED Issue		
	BTP2-00501-0129	LED Issue		
	BTP2-00501-0001	LED Issue		
	BTP2-00501-0477	LED Issue		
	BTP2-00501-0169	LED Issue		
	BTP2-00501-0196	LED Issue		
	BTP2-00501-0135	LED issue		
	BTP2-00501-0535	RCA Port		
	BTP2-00501-0150	LED Issue		
	BTP2-00501-0525	RCA Port		
	BTP2-00501-0514	RCA Port		
	BTP2-00501-0491	RCA Port		
	BTP2-00501-0298	RCA Port		
	BTP2-00501-0431	Defective LED		
	BTP2-00501-0121	Device will not turn on		
	BTP2-00501-0584	RCA Port		
	BTP2-00501-0555	RCA Port		
	BTP2-00501-0290	Charging Issues		
	BT-PWR	Leo Style Pro		
	BTP2-00501-0541	RCA Port		
	BTP2-00501-0254	Charging Issues		
	BTP2-00501-0315	Charging Issues		
	BTP2-00501-0561	LED Issue		
	BTP2-00501-0414	RCA Port		
	BTP2-00501-0148	LED ISSUE		
	BTP2-00501-0531	RCA Port		
	BTP2-00501-0460	LED Flicker		
	BTP2-00501-0209	Defective charging port		

Redacted Customer Names for Filing	BTP2-00501-0602	Defective RCA Port		
	BTP2-00501-0040	Defective Charge		
	BTP2-00501-0002	Device will not turn on		
	BTP2-00501-0227	Device will not turn on		
	BTP2-00501-0267	Defective charging port		
	BTP2-00501-0638	Top Cap		
	BTP2-00501-0312	Defective RCA Port		
	BTP2-00501-	LED Issue		
	BTP2-00501-0443	Unit will not turn on		
	BTP2-00501-0149			
	BTP2-00501-0099	USB Port		
	BTP2-00501-0662	Top Cap Loose		
	BTP2-00501-0086	RCA Port		
	BTP2-00501-0083	Cracked Lens		
	BTP2-00501-0210	Unit will not charge		
	BTP2-00501-0549	Top Cap Loose		
	BTP2-00501-0542	Defective Charging port		
	BTP2-00501-0169	RCA Port		
	BTP2-00501-0054	LED Issue		
	BTP2-00501-0427	Sensitive on/off switch		
	BTP2-00501-0754	Loose internal parts		
	BTP2-00501-0576	Top Cap Loose		
	BTP2-00501-0495	RCA Port		
	BTP2-00501-0653	RCA Port		
	BTP2-00501-0240	Defective on/off switch		
	BTP2-00501-0153	Unit will not turn on		
	BTP2-00501-0638	Unit will not charge/LED issue		
	BTP2-00501-0742	Unit will not turn on		
	BTP2-00501-0619	Charge light will not turn green		
	BTP2-00501-0036	Top Casing Loose		
	BTP2-00501-0761	Loose internal parts		
	BTP2-00501-0788	Loose internal parts		
	BTP2-00501-0544	Loose internal parts		
	BTP2-00501-0122	Device will not charge		
	BTP2-00501-0790	Device will not turn on		
	BTP2-00501-0758	Loose internal parts		
	BTP2-00501-0230	Device will not turn on		
	BTP2-00501-0509	Defective Top Cap		
	BTP2-00501-0546	Device will no longer charge		

## 2021 List of BTP2 Repairs

Redacted Customer Names for Filing	BTP2-00501-0141	LED Flicker
	BTP2-00501-0019	Defective RCA Port
	BTP2-00501-0179	Unit will not charge
	BTP2-00501-0105	LED Flicker
	BTP2-00501-0163	LED Flicker/unit will not charge
	BTP2-00501-0131	LED Flicker
	BTP2-00501-0189	LED Flicker (Deborah Dias)
	BTP2-00501-0145	Top Casing loose MAIL UPS!
	BTP2-00501-0025	LED Flicker/Defective Charging Port
	BTP2-00501-0204	Unit will not charge
	BTP2-00501-0103	Cracked Lens
	BTP2-00501-0190	Defective charging port, Top casing loose
	BTP2-00501-0089	Top Casing loose
	BTP2-00501-0073	Unit will not charge
	BTP2-00501-0138	Charging Issues
	BTP2-00501-0004	Defective RCA Port
	BTP2-00501-0235	Defective RCA Port
	BTP2-00501-0118	Unit will not charge
	BTP2-00501-0140	Defective LED
	BTP2-00501-0165	Defective LED
	BTP2-00501-0260	Unit will not charge
	BTP2-00501-0115	Defective charging
	BTP2-00501-0188	Loose internal parts
	BTP2-00501-0156	LED Flicker
	BTP2-00501-0123	Defective LED
	BTP2-00501-0106	Defective charging port
	BTP2-00501-0113	Inconsistent charging
	BTP2-00501-0181	Defective on/off switch
	BTP2-00501-0196	Defective LED
	BTP2-00501-0338	Defective LED
	BTP2-00501-0191	Top Casing Loose
	BTP2-00501-0071	Defective LED
		Top Casing Loose
	BTP2-00501-0199	Unit will not charge
	BTP2-00501-0036	Defective LED
		Defective On/Off switch
	BTP2-00501-0201	Defective chargin port
	BTP2-00501-0159	Defective Charging Port
	BTP2-00501-0330	Defective on/off switch
	BTP2-00501-0161	Defective LED
	BTP2-00501-0223	Device will not turn on
	Leo BT-Pro	
	BTP2-00501-0238	Device will not turn on
	BTP2-00501-0166	Defective LED
		Loose internal parts
	BTP2-00501-0281	Defective Top Cap
	BTP2-00501-0172	Defective Charging/Unit will not turn on

Total BTP2 sold in 2021: 593

Total BTP2 repairs sent: 120

<--- represents cusomters who have had multiple repairs



Redacted Customer Names for Filing	BTP2-00501-0203	Defective on/off switch
	BTP2-00501-0236	Unit will not charge
	BTP2-00501-0189	Defective on/off switch
	BTP2-00501-0014	Defective RCA Port
	BTP2-00501-0325	Device will not turn on
	BT-PWR01008461	Not holding charge
	BTP2-00501-0086	Defective Charging Port
	BTP2-00501-0051	LED Issue
	BTP2-00501-0129	LED Issue
	BTP2-00501-0001	LED Issue
	BTP2-00501-0477	LED Issue
	BTP2-00501-0169	LED Issue
	BTP2-00501-0196	LED Issue
	BTP2-00501-0135	LED issue
	BTP2-00501-0535	RCA Port
	BTP2-00501-0150	LED Issue
	BTP2-00501-0525	RCA Port
	BTP2-00501-0514	RCA Port
	BTP2-00501-0491	RCA Port
	BTP2-00501-0298	RCA Port
	BTP2-00501-0431	Defective LED
	BTP2-00501-0121	Device will not turn on
	BTP2-00501-0584	RCA Port
	BTP2-00501-0555	RCA Port
	BTP2-00501-0290	Charging Issues
	BT-PWR	Leo Style Pro
	BTP2-00501-0541	RCA Port
	BTP2-00501-0254	Charging Issues
	BTP2-00501-0315	Charging Issues
	BTP2-00501-0561	LED Issue
	BTP2-00501-0414	RCA Port
	BTP2-00501-0148	LED ISSUE
	BTP2-00501-0531	RCA Port
	BTP2-00501-0460	LED Flicker
	BTP2-00501-0209	Defective charging port
	BTP2-00501-0602	Defective RCA Port
	BTP2-00501-0040	Defective Charge
	BTP2-00501-0002	Device will not turn on
	BTP2-00501-0227	Device will not turn on
	BTP2-00501-0267	Defective charging port
	BTP2-00501-0638	Top Cap
	BTP2-00501-0312	Defective RCA Port
	BTP2-00501-	LED Issue
	BTP2-00501-0443	Unit will not turn on
	BTP2-00501-0149	
	BTP2-00501-0099	USB Port
	BTP2-00501-0662	Top Cap Loose
	BTP2-00501-0086	RCA Port
	BTP2-00501-0083	Cracked Lens
	BTP2-00501-0210	Unit will not charge
	BTP2-00501-0549	Top Cap Loose
	BTP2-00501-0542	Defective Charging port
	BTP2-00501-0169	RCA Port

Redacted Customer Names for Filing	BTP2-00501-0054	LED Issue
	BTP2-00501-0427	Sensitive on/off switch
	BTP2-00501-0754	Loose internal parts
	BTP2-00501-0576	Top Cap Loose
	BTP2-00501-0495	RCA Port
	BTP2-00501-0653	RCA Port
	BTP2-00501-0240	Defective on/off switch
	BTP2-00501-0153	Unit will not turn on
	BTP2-00501-0638	Unit will not charge/LED issue
	BTP2-00501-0742	Unit will not turn on
	BTP2-00501-0619	Charge light will not turn green
	BTP2-00501-0036	Top Casing Loose
	BTP2-00501-0761	Loose internal parts
	BTP2-00501-0788	Loose internal parts
	BTP2-00501-0544	Loose internal parts
	BTP2-00501-0122	Device will not charge
	BTP2-00501-0790	Device will not turn on
	BTP2-00501-0758	Loose internal parts
	BTP2-00501-0230	Device will not turn on
	BTP2-00501-0509	Defective Top Cap
	BTP2-00501-0546	Device will no longer charge

## 2022 List of Repairs

Redacted Customer Names for Filing	BTP2-00501-0543	Loose internal parts
	BTP2-00501-0092	Defective Top Cap/LED Issue
	BTP2-00501-0048	Top Cap/RCA Port
	BTP2-00501-0341	On/Off Switch
	BTP2-00501-0887	Defective Charging Port
	BTP2-00501-0024	Defective Top Cap/LED Issue
	BTP2-00501-0456	Top Cap
	BTP2-00501-0965	Defective Charging Port
	BTP2-00501-0963	Defective LED
	BTP2-00501-0707	Loose internal parts
	BTP2-00501-0632	Loose internal parts
	BTP2-00501-0074	Defective LED
	BTP2-00501-0395	Loose internal parts
	BTP2-00501-0924	Loose internal parts
	BTP2-00501-0705	Defective Led
	BTP2-00501-0964	LED
	BTP2-00501-0744	Will not turn on
	BTP2-00501-0713	RCA Port
	BTP2-00501-0132	RCA Port
	BTP2-00501-0193	Top Cap
	BTP2-00501-0395	Top Cap
	BTP2-00501-0926	Top Cap
	BTP2-00501-1018	Will not charge
	BTP2-00501-0033	LED
	BTP2-00501-0443	RCA Port
	BTP2-00501-0972	RCA Port
	BTP2-00501-0797	Defective Top Cap
	BTP2-00501-0382	Loose internal parts
	BTP2-00501-0238	Defective LED
	BTP2-00501-0127	RCA Port
	BTP2-00501-0008	Top Cap
	BTP2-00501-0750	Unit will not charge
	BTP2-00501-0213	Unit will not turn on
	BTP2-00501-0598	Top Cap
	BTP2-00501-0686	Defective Charging Port
	BTP2-00501-0070	Defective Switch
	BTP2-00501-0048	Defective LED
	BTP2-00501-0929	Defective Charging Port

Total BTP2 sold in 2022: 526

Total BTP2 repairs sent: 89

<--- represents cusomters who have had multiple repairs

Redacted Customer Names for Filing	BTP2-00501-0638	Loose internal Parts
	BTP2-00501-0221	Defective LED
	BTP2-00501-0730	Loose internal parts
	BTP2-00501-0613	Loose internal parts
	BTP2-00501-0254	Loose internal parts
	BTP2-00501-1063	Loose internal parts
	BTP2-00501-0582	Defective LED
	BTP2-00501-1070	Defective RCA Port
	BTP2-00501-0548	Defective Cap
	BTP2-00501-0546	Defective Cap
	BTP2-00501-0832	Defective RCA Port
	BTP2-00501-0872	Loose internal parts
	BTP2-00501-1149	Loose internal parts
	BTP2-00501-0074	Loose internal parts
	BTP2-00501-1100	Defective RCA Port
	BTP2-00501-0875	
	BTP2-00501-0259	Unit will not turn on
	BTP2-00501-0721	Loose internal parts
	BTP2-00501-0904	Loose internal parts
	BTP2-00501-1169	Defective On/Off switch
	BTP2-00501-0001	Defective Cap
	BTP2-00501-0569	Defective Cap
	BTP2-00501-1099	Defective On/Off switch
	BTP2-00501-0744	Defective Top Cap
	BTP2-00501-0523	Loose RCA Port
	BTP2-00501-0550	Loose RCA Port
	BTP2-00501-1083	Defective On/Off switch
	BTP2-00501-0127	Loose RCA Port
	BTP2-00501-0433	LED Flicker
	BTP2-00501-0007	LED Flicker
	BTP2-00501-0835	Unit will not charge
	BTP2-00501-1052	Loose RCA Port
	BTP2-00501-0757	Loose internal parts
	BTP2-00501-0633	Unit will not turn on
	BTP2-00501-0774	LED Flicker
	BTP2-00501-0936	Defective Charging
	BTP2-00501-0816	Unit will not turn on
	BTP2-00501-1322	Defective On/off switch
	BTP2-00501-0546	Defective top cap
	BTP2-00501-0003	Topcap/Defective charging
	BTP2-00501-0545	LED Flicker/Loose parts
	BTP2-00501-1308	Loose RCA Port
	BTP2-00501-0439	LED Flicker
	BTP2-00501-1300	Defective RCA Port
	BTP2-00501-1271	Loose internal parts
	BTP2-00501-1335	Defective On/Off switch

Redacted Customer Names for Filing	BTP2-00501-0639	Loose Parts/LED Flicker
	BTP2-00501-1003	Top Cap/Loose Parts
	BTP2-00501-0744	Defective Charging/RCA Port
	BTP2-00501-1359	Defective On/Off switch

# EXHIBIT D

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

MARTEN GROUP, INC. d/b/a  
SENERGY MEDICAL GROUP and  
SCOTT TENNANT,

Plaintiffs,

v.

JERALD TENNANT, MD, JOHN  
TENNANT, TERESA JESSEN  
TENNANT, JARED TENNANT,  
TENNANT DEVICES AND  
ACCESSORIES, LLC, and  
CURADOR, LLC,

Defendants.

Case No. 3:24-cv-01852

**JURY TRIAL DEMANDED**

**SUPPLEMENTAL DECLARATION OF JERALD TENNANT, MD, IN  
SUPPORT OF DEFENDANTS' MOTION FOR PRELIMINARY  
INJUNCTION**

I, Dr. Jerald Tennant, hereby declare as follows:

1. I am one of the Defendants in this matter. I am over age 18 and am competent to be a witness. I am making this declaration based on facts within my own personal knowledge.

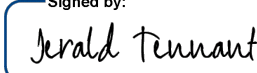
2. On October 3, 2024, my daughter Tasha was visiting from her home in Austin. She was looking through old files in a cabinet that was previously stored at my clinic, but has since moved to my house. While looking, she found four documents stacked together with signatures, which I had forgotten about since storing

them. True and correct copies of these documents are attached as **Exhibits 1-4**; these copies include Bates numbers added by my counsel.

3. As described in my prior declaration filed on August 28, 2024 (Dkt. No. 25 App. 0010 ¶ 18), in the spring of 2016, both Scott and I proposed addendums to the Royalty Agreements. **Exhibit 4** shows that I ended up signing Scott's April 22, 2016 proposed addendum.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed at Colleyville, TX, Texas on October 10, 2024.

Signed by:  
  
9EB7683F9A914DA...

JERALD TENNANT, M.D.



**CERTIFICATE OF SERVICE**

I certify that this document is being served via ECF on counsel of record.

/s/Tyler L. Farmer  
Tyler L. Farmer

# EXHIBIT D-1

## **Royalty Agreement**

This Royalty Agreement (Agreement) is made on June 15, 2003 by and between Jerry Tennant, 3009 Edgewood Lane, Colleyville, Texas 76034, (hereinafter referred to as "Grantor") and Scott Tennant, 1009 Glade Rd Ste C, Colleyville, Texas 76034, (hereinafter referred to as "Grantee").

Whereas the Grantor owns and has the right to grant interest in Tennant Biomodulator (hereinafter called the property). Grantors right was issued to the Grantor on June 15, 2003, by 01/02/2003; and

Whereas the Grantee desires to make use of the Grantors property for a specific period by paying a percentage of Grantees profits as Royalty to the Grantor apart from the lump sum payment Grantee pays the Grantor for the permission to use Grantors Property.

It is therefore agreed between the Parties as follows:

1. **GRANTING OF RIGHTS.** The Grantor hereby grants to the Grantee the rights and license, in the United States of America and its territories, along with any worldwide maket , to use the Grantors Property for a period of 20 years and renewable yearly thereafter automatically without written objection from either party.

### **2. GRANTORS REPRESENTATIONS AND WARRANTIES.**

- a. Grantor represents and warrants that it owns the Property; that it has the right to grant any license or permission for using Grantors Property for which Grantor exercises its option hereunder; and that it has the right to enter into this Agreement.
- b. Substantially contemporaneously with the signing of this Agreement, Grantor shall deliver to Grantee, all relevant documents which are necessary for the use of Grantors Property.

- c. Grantor shall indemnify and hold Grantee harmless from all losses, claims, damages and expenses resulting from the breach of its representations and warranties.

### **3. GRANTEES REPRESENTATIONS AND WARRANTIES.**

- a. Grantee shall, for a period of 20 years from the effective date of this Agreement, maintain the Grantors Property in confidence, with exercise of the same degree of care Grantee exercises with respect to Grantee's own proprietary information.
- b. In the event Grantee becomes aware of any act or event which has or may have the effect of compromising the confidentiality with regard to Grantors Property, such as a Court Order requiring Grantee to produce documentation with regard to Grantors Property, Grantee shall promptly notify Grantor thereof and consult with Grantor with respect to the manner in which such compromise can be mitigated.
- c. To the extent that Grantee's negligence is the cause of any personal injury or property damage suffered by Grantee, any of its affiliates or subsidiaries and/or any of their respective employees in the course of using the Grantors Property hereunder, Grantee hereby indemnifies Grantor and shall hold Grantor harmless against any such claims, demands or losses for personal injury or property damage in the course of using the Grantors Property, provided that Grantee is given prompt written notice of any such claim and has the right to control the defense of any such claim including the right to compromise any such claim on such terms as Grantee deems reasonable.

- 4. ROYALTY.** As full consideration for the rights and licenses granted to Grantee hereunder, Grantee agrees to pay Grantor:
- a. \$0.00 as lump sum at the time of execution of this Agreement; and
  - b. \$350 of the Grantees Net Profit from new customer's purchase of a Tennant Biomodulator.
- 5. NET PROFITS.** "Net Profits" shall mean the total revenue received by Grantee from the use of Grantors Property, less:
- a. all direct manufacturing and marketing expenses, including commissions payable to third parties;
  - b. all direct overhead and general administrative expenses, excluding taxes; and
  - c. all other amounts agreed to be excluded by written approval of the Grantor.
- 6. PAYMENT OF ROYALTIES.** The Grantee shall keep an accurate account of the revenue generated by using Grantors Property under the scope of the right granted hereunder and shall render a statement in writing to the Grantor within 30-days after the end of each calendar month during the term of this Agreement, and shall, concurrently with the rendering of such statement, pay to the Grantor the amount of the Royalties accrued during the corresponding calendar month. The Grantor shall have the right, not more often than once in any calendar year, to have an independent certified public accountant acceptable to Grantee examine the books of the Grantee to verify the Royalty statements and Royalties due to the Grantor pursuant to this Agreement. The cost of such examination

shall be borne by the Grantor, unless such examination determines that the Grantee has underpaid the Royalties due hereunder; in which event, the Grantee shall pay the cost of such examination.

**7. GRANTEE'S DEFAULT:**

- a. If the Grantee fails to render statements or to make payment of Royalties as herein provided, the Grantor may on 30 days' written notice to the Grantee terminate this Agreement and the rights and license granted hereunder. If such default is not cured within such 30 days, this Agreement shall thereafter terminate upon the date set in such notice without prejudice, however, to the Royalties due to the Grantor hereunder.
- b. If the Grantee shall abandon the exploitation of the Grantors Property by failing for a period of one calendar year to pay Grantor a minimum royalty of \$0.00. The Grantor may on 30 days' written notice to the Grantee terminate this Agreement and the rights granted hereunder without prejudice, unless Grantee, during said 30-day period, pays Grantor the difference between the minimum Royalty amount and the Royalties actually paid. Any termination by Grantor hereunder shall be without prejudice to the Royalties due to the Grantor hereunder.

**8. INDEMNITY.** Except for any breach of this Agreement, neither party hereto shall be liable for any claims for personal injury or property damage suffered by the other party hereto or any third party resulting from any activity of either of the parties under or relating to this Agreement.

**9. CONFIDENTIALITY.** Grantee and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Grantee, or divulge, disclose, or communicate in any manner, any information that is proprietary to Grantor and its employees, agents, and representatives and will protect such

information and treat it as strictly confidential. The parties' obligations of confidentiality hereunder shall not apply to information either party possessed on the effective date of this Agreement and was not previously received from the other party hereto. This provision will continue to be effective after the termination of this Agreement.

**10. TERMINATION.** The Grantee may terminate this Agreement by giving notice thereof to the Grantor if:

- a. The Grantor makes a general assignment of substantially all of its assets for the benefit of creditors; or,
- b. A petition in bankruptcy or under any insolvency law is filed by or against the Grantor and such petition is not dismissed within sixty (60) days after it has been filed; or,
- c. The Grantor commits a breach of a material obligation hereunder; provided, however:
  - i. In the case of a breach by the Grantor which is capable of being cured, the Grantee may not terminate this Agreement unless and until the Grantor shall have failed to correct such breach within thirty (30) days after it shall have been served with a notice specifying the breach, requiring that such breach be corrected, and stating the Grantee's intention to terminate the Agreement if the breach is not corrected within such thirty (30) day period; and,
  - ii. If the breach is not one which can reasonably be corrected within thirty (30) days, the Grantee may not terminate this Agreement unless the Grantor fails to begin diligent efforts to correct such breach within such thirty (30) day period and such breach is not completely corrected within one hundred eighty (180) days after service of the foregoing notice.

**11. ASSIGNMENT.** This Agreement may not be assigned by either party without the prior written consent of the other party.

**12. SEVERABILITY.** This Agreement shall be severable. In the event any provision(s) of this Agreement is deemed by any court of competent jurisdiction to be unenforceable, illegal or contrary to public policy, the provision found to be unenforceable, illegal or contrary to public policy shall be stricken and the remainder of the Agreement shall remain in force.

**13. WAIVER.** Failure of either party at any time or from time to time to exercise any right under this Agreement shall not be deemed a waiver of such right nor shall it prevent the party from subsequently asserting or exercising such right.

**14. GOVERNING LAW.** This Agreement shall be construed and governed according to the law of the State of Texas.

**15. NOTICE.** Any notices to be given under this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the addresses of the parties as they appear in the introductory paragraph of this Agreement, but each party may change address by written notice in accordance with this paragraph.

**16. ENTIRE AGREEMENT.** This Agreement and any attachments hereto constitute the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, whether oral or written. No modification or claimed waiver of any of the provisions hereof shall be valid unless in writing and signed by the parties against whom such modification or waiver is sought to be



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enforced.

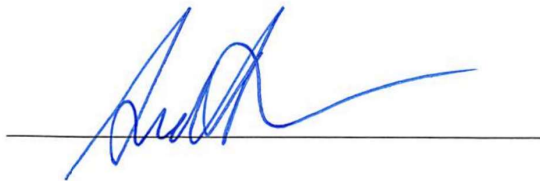
**17. OTHER RIGHTS.** Nothing contained in this Agreement shall be construed as conferring by implication, estoppels, or otherwise upon either party any license or other right except the licenses and rights expressly granted hereunder to that party.

**18. ACCEPTANCE.** Each party hereby accepts the licenses and rights granted to it by a party under this Agreement subject to all of the terms and conditions of this Agreement.

In witness whereof the parties have executed this Agreement.



Jerry Tennant



Scott Tennant

# EXHIBIT D-2

## **Royalty Agreement**

This Royalty Agreement (Agreement) is made on October 01, 2012 by and between Jerry Tennant, 3009 Edgewood Lane, Colleyville, Texas 76034, (hereinafter referred to as "Grantor") and Scott Tennant, 9901 Valley Ranch Pkwy E, Ste 1009, Irving, Texas 75063, (hereinafter referred to as "Grantee").

Whereas the Grantor owns and has the right to grant interest in Tennant Biomodulator PRO (hereinafter called the property). Grantors right was issued to the Grantor on October 01, 2012, by Jerry Tennant; and

Whereas the Grantee desires to make use of the Grantors property for a specific period by paying a percentage of Grantees profits as Royalty to the Grantor apart from the lump sum payment Grantee pays the Grantor for the permission to use Grantors Property.

It is therefore agreed between the Parties as follows:

- 1. GRANTING OF RIGHTS.** The Grantor hereby grants to the Grantee the rights and license, in the United States of America and its territories, to use the Grantors Property for a period of 20 years and renewabe yearly thereafter automatically without written objection from either party.

## **2. GRANTORS REPRESENTATIONS AND WARRANTIES.**

- a. Grantor represents and warrants that it owns the Property; that it has the right to grant any license or permission for using Grantors Property for which Grantor exercises its option hereunder; and that it has the right to enter into this Agreement.
- b. Substantially contemporaneously with the signing of this Agreement, Grantor shall deliver to Grantee, all relevant documents which are necessary for the use of

Grantors Property.

- c. Grantor shall indemnify and hold Grantee harmless from all losses, claims, damages and expenses resulting from the breach of its representations and warranties.

### **3. GRANTEES REPRESENTATIONS AND WARRANTIES.**

- a. Grantee shall, for a period of 20 years from the effective date of this Agreement, maintain the Grantors Property in confidence, with exercise of the same degree of care Grantee exercises with respect to Grantee's own proprietary information.
- b. In the event Grantee becomes aware of any act or event which has or may have the effect of compromising the confidentiality with regard to Grantors Property, such as a Court Order requiring Grantee to produce documentation with regard to Grantors Property, Grantee shall promptly notify Grantor thereof and consult with Grantor with respect to the manner in which such compromise can be mitigated.
- c. To the extent that Grantee's negligence is the cause of any personal injury or property damage suffered by Grantee, any of its affiliates or subsidiaries and/or any of their respective employees in the course of using the Grantors Property hereunder, Grantee hereby indemnifies Grantor and shall hold Grantor harmless against any such claims, demands or losses for personal injury or property damage in the course of using the Grantors Property, provided that Grantee is given prompt written notice of any such claim and has the right to control the defense of any such claim including the right to compromise any such claim on such terms as Grantee deems reasonable.

- 4. ROYALTY.** As full consideration for the rights and licenses granted to Grantee hereunder, Grantee agrees to pay Grantor:
- a. \$0.00 as lump sum at the time of execution of this Agreement; and
  - b. \$550 of the Grantees Net Profits frm new customer' purchase of a Tennant Biomoulator PRO.
- 5. NET PROFITS.** "Net Profits" shall mean the total revenue received by Grantee from the use of Grantors Property, less:
- a. all direct manufacturing and marketing expenses, including commissions payable to third parties;
  - b. all direct overhead and general administrative expenses, excluding taxes; and
  - c. all other amounts agreed to be excluded by written approval of the Grantor.
- 6. PAYMENT OF ROYALTIES.** The Grantee shall keep an accurate account of the revenue generated by using Grantors Property under the scope of the right granted hereunder and shall render a statement in writing to the Grantor within 30-days after the end of each calendar month during the term of this Agreement, and shall, concurrently with the rendering of such statement, pay to the Grantor the amount of the Royalties accrued during the corresponding calendar month. The Grantor shall have the right, not more often than once in any calendar year, to have an independent certified public accountant acceptable to Grantee examine the books of the Grantee to verify the Royalty statements

and Royalties due to the Grantor pursuant to this Agreement. The cost of such examination shall be borne by the Grantor, unless such examination determines that the Grantee has underpaid the Royalties due hereunder; in which event, the Grantee shall pay the cost of such examination.

**7. GRANTEE'S DEFAULT:**

- a. If the Grantee fails to render statements or to make payment of Royalties as herein provided, the Grantor may on 30 days' written notice to the Grantee terminate this Agreement and the rights and license granted hereunder. If such default is not cured within such 30 days, this Agreement shall thereafter terminate upon the date set in such notice without prejudice, however, to the Royalties due to the Grantor hereunder.
- b. If the Grantee shall abandon the exploitation of the Grantors Property by failing for a period of one calendar year to pay Grantor a minimum royalty of \$0.00. The Grantor may on 30 days' written notice to the Grantee terminate this Agreement and the rights granted hereunder without prejudice, unless Grantee, during said 30-day period, pays Grantor the difference between the minimum Royalty amount and the Royalties actually paid. Any termination by Grantor hereunder shall be without prejudice to the Royalties due to the Grantor hereunder.

**8. INDEMNITY.** Except for any breach of this Agreement, neither party hereto shall be liable for any claims for personal injury or property damage suffered by the other party hereto or any third party resulting from any activity of either of the parties under or relating to this Agreement.

**9. CONFIDENTIALITY.** Grantee and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Grantee, or divulge, disclose, or communicate in any manner, any information that is

proprietary to Grantor and its employees, agents, and representatives and will protect such information and treat it as strictly confidential. The parties' obligations of confidentiality hereunder shall not apply to information either party possessed on the effective date of this Agreement and was not previously received from the other party hereto. This provision will continue to be effective after the termination of this Agreement.

**10. TERMINATION.** The Grantee may terminate this Agreement by giving notice thereof to the Grantor if:

- a. The Grantor makes a general assignment of substantially all of its assets for the benefit of creditors; or,
- b. A petition in bankruptcy or under any insolvency law is filed by or against the Grantor and such petition is not dismissed within sixty (60) days after it has been filed; or,
- c. The Grantor commits a breach of a material obligation hereunder; provided, however:
  - i. In the case of a breach by the Grantor which is capable of being cured, the Grantee may not terminate this Agreement unless and until the Grantor shall have failed to correct such breach within thirty (30) days after it shall have been served with a notice specifying the breach, requiring that such breach be corrected, and stating the Grantee's intention to terminate the Agreement if the breach is not corrected within such thirty (30) day period; and,
  - ii. If the breach is not one which can reasonably be corrected within thirty (30) days, the Grantee may not terminate this Agreement unless the Grantor fails to begin diligent efforts to correct such breach within such thirty (30) day period and such breach is not completely corrected within one hundred eighty (180) days after service of the foregoing notice.

**11. ASSIGNMENT.** This Agreement may not be assigned by either party without the prior written consent of the other party.

**12. SEVERABILITY.** This Agreement shall be severable. In the event any provision(s) of this Agreement is deemed by any court of competent jurisdiction to be unenforceable, illegal or contrary to public policy, the provision found to be unenforceable, illegal or contrary to public policy shall be stricken and the remainder of the Agreement shall remain in force.

**13. WAIVER.** Failure of either party at any time or from time to time to exercise any right under this Agreement shall not be deemed a waiver of such right nor shall it prevent the party from subsequently asserting or exercising such right.

**14. GOVERNING LAW.** This Agreement shall be construed and governed according to the law of the State of Texas.

**15. NOTICE.** Any notices to be given under this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the addresses of the parties as they appear in the introductory paragraph of this Agreement, but each party may change address by written notice in accordance with this paragraph.

**16. ENTIRE AGREEMENT.** This Agreement and any attachments hereto constitute the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, whether oral or written. No modification or claimed waiver of any of the provisions hereof shall be valid unless in



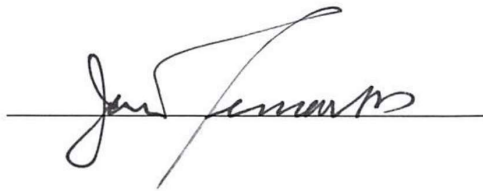
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writing and signed by the parties against whom such modification or waiver is sought to be enforced.

**17. OTHER RIGHTS.** Nothing contained in this Agreement shall be construed as conferring by implication, estoppels, or otherwise upon either party any license or other right except the licenses and rights expressly granted hereunder to that party.

**18. ACCEPTANCE.** Each party hereby accepts the licenses and rights granted to it by a party under this Agreement subject to all of the terms and conditions of this Agreement.

In witness whereof the parties have executed this Agreement.



Jerry Tennant



Scott Tennant

# EXHIBIT D-3

## **Royalty Agreement**

This Royalty Agreement (Agreement) is made on October 01, 2012 by and between Jerry Tennant, 3009 Edgewood Lane, Colleyville, Texas 76034, (hereinafter referred to as "Grantor") and Senerg Medical Goup, 9901 Valley Ranch Pkwy E, Ste 1009, Irving, Texas 75063, (hereinafter referred to as "Grantee").

Whereas the Grantor owns and has the right to grant interest in Tennant Biomodulator PRO (hereinafter called the property). Grantors right was issued to the Grantor on October 01, 2012, by Jerry Tennant; and

Whereas the Grantee desires to make use of the Grantors property for a specific period by paying a percentage of Grantees profits as Royalty to the Grantor apart from the lump sum payment Grantee pays the Grantor for the permission to use Grantors Property.

It is therefore agreed between the Parties as follows:

1. **GRANTING OF RIGHTS.** The Grantor hereby grants to the Grantee the rights and license, in the United States of America and its territories, to use the Grantors Property for a period of 20 years and renewabe yearly thereafter automatically without written objection from either party.

### **2. GRANTORS REPRESENTATIONS AND WARRANTIES.**

- a. Grantor represents and warrants that it owns the Property; that it has the right to grant any license or permission for using Grantors Property for which Grantor exercises its option hereunder; and that it has the right to enter into this Agreement.
- b. Substantially contemporaneously with the signing of this Agreement, Grantor shall deliver to Grantee, all relevant documents which are necessary for the use of

Grantors Property.

- c. Grantor shall indemnify and hold Grantee harmless from all losses, claims, damages and expenses resulting from the breach of its representations and warranties.

### **3. GRANTEES REPRESENTATIONS AND WARRANTIES.**

- a. Grantee shall, for a period of 20 years from the effective date of this Agreement, maintain the Grantors Property in confidence, with exercise of the same degree of care Grantee exercises with respect to Grantee's own proprietary information.
- b. In the event Grantee becomes aware of any act or event which has or may have the effect of compromising the confidentiality with regard to Grantors Property, such as a Court Order requiring Grantee to produce documentation with regard to Grantors Property, Grantee shall promptly notify Grantor thereof and consult with Grantor with respect to the manner in which such compromise can be mitigated.
- c. To the extent that Grantee's negligence is the cause of any personal injury or property damage suffered by Grantee, any of its affiliates or subsidiaries and/or any of their respective employees in the course of using the Grantors Property hereunder, Grantee hereby indemnifies Grantor and shall hold Grantor harmless against any such claims, demands or losses for personal injury or property damage in the course of using the Grantors Property, provided that Grantee is given prompt written notice of any such claim and has the right to control the defense of any such claim including the right to compromise any such claim on such terms as Grantee deems reasonable.

- 4. ROYALTY.** As full consideration for the rights and licenses granted to Grantee hereunder, Grantee agrees to pay Grantor:
- a. \$0.00 as lump sum at the time of execution of this Agreement; and
  - b. \$550 of the Grantees Net Profits frm new customer' purchase of a Tennant Biomoulator PRO.
- 5. NET PROFITS.** "Net Profits" shall mean the total revenue received by Grantee from the use of Grantors Property, less:
- a. all direct manufacturing and marketing expenses, including commissions payable to third parties;
  - b. all direct overhead and general administrative expenses, excluding taxes; and
  - c. all other amounts agreed to be excluded by written approval of the Grantor.
- 6. PAYMENT OF ROYALTIES.** The Grantee shall keep an accurate account of the revenue generated by using Grantors Property under the scope of the right granted hereunder and shall render a statement in writing to the Grantor within 30-days after the end of each calendar month during the term of this Agreement, and shall, concurrently with the rendering of such statement, pay to the Grantor the amount of the Royalties accrued during the corresponding calendar month. The Grantor shall have the right, not more often than once in any calendar year, to have an independent certified public accountant acceptable to Grantee examine the books of the Grantee to verify the Royalty statements

and Royalties due to the Grantor pursuant to this Agreement. The cost of such examination shall be borne by the Grantor, unless such examination determines that the Grantee has underpaid the Royalties due hereunder; in which event, the Grantee shall pay the cost of such examination.

**7. GRANTEE'S DEFAULT:**

- a. If the Grantee fails to render statements or to make payment of Royalties as herein provided, the Grantor may on 30 days' written notice to the Grantee terminate this Agreement and the rights and license granted hereunder. If such default is not cured within such 30 days, this Agreement shall thereafter terminate upon the date set in such notice without prejudice, however, to the Royalties due to the Grantor hereunder.
- b. If the Grantee shall abandon the exploitation of the Grantors Property by failing for a period of one calendar year to pay Grantor a minimum royalty of \$0.00. The Grantor may on 30 days' written notice to the Grantee terminate this Agreement and the rights granted hereunder without prejudice, unless Grantee, during said 30-day period, pays Grantor the difference between the minimum Royalty amount and the Royalties actually paid. Any termination by Grantor hereunder shall be without prejudice to the Royalties due to the Grantor hereunder.

**8. INDEMNITY.** Except for any breach of this Agreement, neither party hereto shall be liable for any claims for personal injury or property damage suffered by the other party hereto or any third party resulting from any activity of either of the parties under or relating to this Agreement.

**9. CONFIDENTIALITY.** Grantee and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Grantee, or divulge, disclose, or communicate in any manner, any information that is

proprietary to Grantor and its employees, agents, and representatives and will protect such information and treat it as strictly confidential. The parties' obligations of confidentiality hereunder shall not apply to information either party possessed on the effective date of this Agreement and was not previously received from the other party hereto. This provision will continue to be effective after the termination of this Agreement.

**10. TERMINATION.** The Grantee may terminate this Agreement by giving notice thereof to the Grantor if:

- a. The Grantor makes a general assignment of substantially all of its assets for the benefit of creditors; or,
- b. A petition in bankruptcy or under any insolvency law is filed by or against the Grantor and such petition is not dismissed within sixty (60) days after it has been filed; or,
- c. The Grantor commits a breach of a material obligation hereunder; provided, however:
  - i. In the case of a breach by the Grantor which is capable of being cured, the Grantee may not terminate this Agreement unless and until the Grantor shall have failed to correct such breach within thirty (30) days after it shall have been served with a notice specifying the breach, requiring that such breach be corrected, and stating the Grantee's intention to terminate the Agreement if the breach is not corrected within such thirty (30) day period; and,
  - ii. If the breach is not one which can reasonably be corrected within thirty (30) days, the Grantee may not terminate this Agreement unless the Grantor fails to begin diligent efforts to correct such breach within such thirty (30) day period and such breach is not completely corrected within one hundred eighty (180) days after service of the foregoing notice.

**11. ASSIGNMENT.** This Agreement may not be assigned by either party without the prior written consent of the other party.

**12. SEVERABILITY.** This Agreement shall be severable. In the event any provision(s) of this Agreement is deemed by any court of competent jurisdiction to be unenforceable, illegal or contrary to public policy, the provision found to be unenforceable, illegal or contrary to public policy shall be stricken and the remainder of the Agreement shall remain in force.

**13. WAIVER.** Failure of either party at any time or from time to time to exercise any right under this Agreement shall not be deemed a waiver of such right nor shall it prevent the party from subsequently asserting or exercising such right.

**14. GOVERNING LAW.** This Agreement shall be construed and governed according to the law of the State of Texas.

**15. NOTICE.** Any notices to be given under this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the addresses of the parties as they appear in the introductory paragraph of this Agreement, but each party may change address by written notice in accordance with this paragraph.

**16. ENTIRE AGREEMENT.** This Agreement and any attachments hereto constitute the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, whether oral or written. No modification or claimed waiver of any of the provisions hereof shall be valid unless in



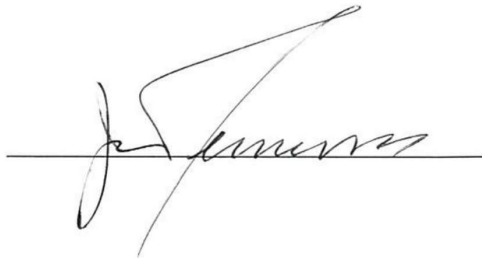
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writing and signed by the parties against whom such modification or waiver is sought to be enforced.

**17. OTHER RIGHTS.** Nothing contained in this Agreement shall be construed as conferring by implication, estoppels, or otherwise upon either party any license or other right except the licenses and rights expressly granted hereunder to that party.

**18. ACCEPTANCE.** Each party hereby accepts the licenses and rights granted to it by a party under this Agreement subject to all of the terms and conditions of this Agreement.

In witness whereof the parties have executed this Agreement.



Jerry Tennant



Scott Tennant for Seneg Medical Group

# EXHIBIT D-4

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May 02 2016 09:47PM Senergy Medical Group 2142607765

page 1

**Modification of Royalty Agreement**

4/22/2016

Whereas on October 1, 2012 and June 15, 2012, agreements were made between Senergy Medical Group and / or Scott Tennant as Grantee from Jerry Tennant as Grantor; see attached exhibits.

This agreement modifies those agreements for payments of royalties for Grantor's proprietary interest in the Tennant Biomodulators.

The said agreements may be cancelled by either party, without prejudice and for any reason within thirty days written notice.

The agreements may be cancelled immediately and without prejudice upon the filing of bankruptcy by Scott Tennant and / or Senergy Medical Group and shall not be considered assets of either upon filing for bankruptcy.

The agreements shall not be considered personal assets of Scott Tennant upon his death, disability, or divorce but all rights and possession of said proprietary interest return immediately to Grantor upon the occurrence of any of these events.

These royalty contracts are not transferrable upon sale of Senergy Medical Group without permission of Grantor.

Royalties are based on the following as of 4/22/2016;

**Tennant Biomodulator (current retail \$2,250 with applicable QuickSTART discount)**

50 Royalty per new device sold at retail

\$200 IP per new device sold at retail

\$100 Training course officiating

**Tennant Biomodulator PRO (Current retail \$5,000 with applicable QuickSTART discount)**

50 Royalty per new device sold at retail

\$400 IP per new device sold at retail

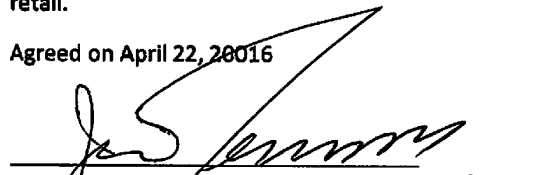
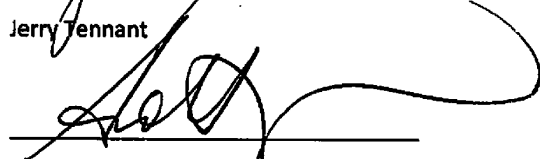
\$100 Training course officiating

**Blotransducer CrystalWave (Current retail \$3,000)**

\$400

If any change in retail pricing occurs, the IP, Royalty will be adjusted accordingly to follow the current percentage of retail.

Agreed on April 22, 20016

  
\_\_\_\_\_  
Jerry Tennant  
\_\_\_\_\_  
Scott Tennant for himself personally and for Senergy Medical Group

TENNANT\_000022

## **Royalty Agreement**

This Royalty Agreement (Agreement) is made on June 15, 2003 by and between Jerry Tennant, 3009 Edgewood Lane, Colleyville, Texas 76034, (hereinafter referred to as "Grantor") and Senergy Medical Group, 1009 Glade Rd Ste C, Colleyville, Texas 76034, (hereinafter referred to as "Grantee").

Whereas the Grantor owns and has the right to grant interest in Tennant Biomodulator (hereinafter called the property). Grantors right was issued to the Grantor on June 15, 2003, by 01/02/2003; and

Whereas the Grantee desires to make use of the Grantors property for a specific period by paying a percentage of Grantees profits as Royalty to the Grantor apart from the lump sum payment Grantee pays the Grantor for the permission to use Grantors Property.

It is therefore agreed between the Parties as follows:

- 1. GRANTING OF RIGHTS.** The Grantor hereby grants to the Grantee the rights and license, in the United States of America and its territories, along with any worldwide maket , to use the Grantors Property for a period of 20 years and renewable yearly thereafter automatically without written objection from either party.

### **2. GRANTORS REPRESENTATIONS AND WARRANTIES.**

- a. Grantor represents and warrants that it owns the Property; that it has the right to grant any license or permission for using Grantors Property for which Grantor exercises its option hereunder; and that it has the right to enter into this Agreement.
- b. Substantially contemporaneously with the signing of this Agreement, Grantor shall deliver to Grantee, all relevant documents which are necessary for the use of

Grantors Property.

- c. Grantor shall indemnify and hold Grantee harmless from all losses, claims, damages and expenses resulting from the breach of its representations and warranties.

### **3. GRANTEES REPRESENTATIONS AND WARRANTIES.**

- a. Grantee shall, for a period of 20 years from the effective date of this Agreement, maintain the Grantors Property in confidence, with exercise of the same degree of care Grantee exercises with respect to Grantee's own proprietary information.
- b. In the event Grantee becomes aware of any act or event which has or may have the effect of compromising the confidentiality with regard to Grantors Property, such as a Court Order requiring Grantee to produce documentation with regard to Grantors Property, Grantee shall promptly notify Grantor thereof and consult with Grantor with respect to the manner in which such compromise can be mitigated.
- c. To the extent that Grantee's negligence is the cause of any personal injury or property damage suffered by Grantee, any of its affiliates or subsidiaries and/or any of their respective employees in the course of using the Grantors Property hereunder, Grantee hereby indemnifies Grantor and shall hold Grantor harmless against any such claims, demands or losses for personal injury or property damage in the course of using the Grantors Property, provided that Grantee is given prompt written notice of any such claim and has the right to control the defense of any such claim including the right to compromise any such claim on such terms as Grantee deems reasonable.

- 4. ROYALTY.** As full consideration for the rights and licenses granted to Grantee hereunder, Grantee agrees to pay Grantor:
- a. \$0.00 as lump sum at the time of execution of this Agreement; and
  - b. \$350 of the Grantees Net Profit from new customer's purchase of a Tennant Biomodulator.
- 5. NET PROFITS.** "Net Profits" shall mean the total revenue received by Grantee from the use of Grantors Property, less:
- a. all direct manufacturing and marketing expenses, including commissions payable to third parties;
  - b. all direct overhead and general administrative expenses, excluding taxes; and
  - c. all other amounts agreed to be excluded by written approval of the Grantor.
- 6. PAYMENT OF ROYALTIES.** The Grantee shall keep an accurate account of the revenue generated by using Grantors Property under the scope of the right granted hereunder and shall render a statement in writing to the Grantor within 30-days after the end of each calendar month during the term of this Agreement, and shall, concurrently with the rendering of such statement, pay to the Grantor the amount of the Royalties accrued during the corresponding calendar month. The Grantor shall have the right, not more often than once in any calendar year, to have an independent certified public accountant acceptable to Grantee examine the books of the Grantee to verify the Royalty statements

and Royalties due to the Grantor pursuant to this Agreement. The cost of such examination shall be borne by the Grantor, unless such examination determines that the Grantee has underpaid the Royalties due hereunder; in which event, the Grantee shall pay the cost of such examination.

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**9. CONFIDENTIALITY.** Grantee and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Grantee, or divulge, disclose, or communicate in any manner, any information that is

proprietary to Grantor and its employees, agents, and representatives and will protect such information and treat it as strictly confidential. The parties' obligations of confidentiality hereunder shall not apply to information either party possessed on the effective date of this Agreement and was not previously received from the other party hereto. This provision will continue to be effective after the termination of this Agreement.

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- b. A petition in bankruptcy or under any insolvency law is filed by or against the Grantor and such petition is not dismissed within sixty (60) days after it has been filed; or,
- c. The Grantor commits a breach of a material obligation hereunder; provided, however:
  - i. In the case of a breach by the Grantor which is capable of being cured, the Grantee may not terminate this Agreement unless and until the Grantor shall have failed to correct such breach within thirty (30) days after it shall have been served with a notice specifying the breach, requiring that such breach be corrected, and stating the Grantee's intention to terminate the Agreement if the breach is not corrected within such thirty (30) day period; and,
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**15. NOTICE.** Any notices to be given under this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the addresses of the parties as they appear in the introductory paragraph of this Agreement, but each party may change address by written notice in accordance with this paragraph.

**16. ENTIRE AGREEMENT.** This Agreement and any attachments hereto constitute the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, whether oral or written. No modification or claimed waiver of any of the provisions hereof shall be valid unless in

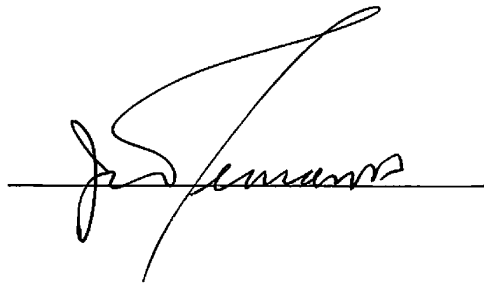
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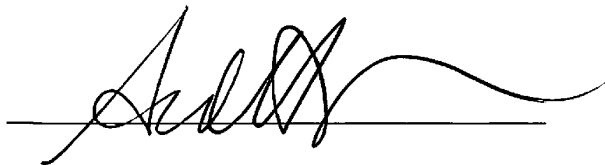
**17. OTHER RIGHTS.** Nothing contained in this Agreement shall be construed as conferring by implication, estoppels, or otherwise upon either party any license or other right except the licenses and rights expressly granted hereunder to that party.

**18. ACCEPTANCE.** Each party hereby accepts the licenses and rights granted to it by a party under this Agreement subject to all of the terms and conditions of this Agreement.

In witness whereof the parties have executed this Agreement.

A handwritten signature in black ink, appearing to read "Jerry Tennant", written over a horizontal line.

Jerry Tennant

A handwritten signature in black ink, appearing to read "Scott Tennant", written over a horizontal line.

Scott Tennant for Senergy Medical Group